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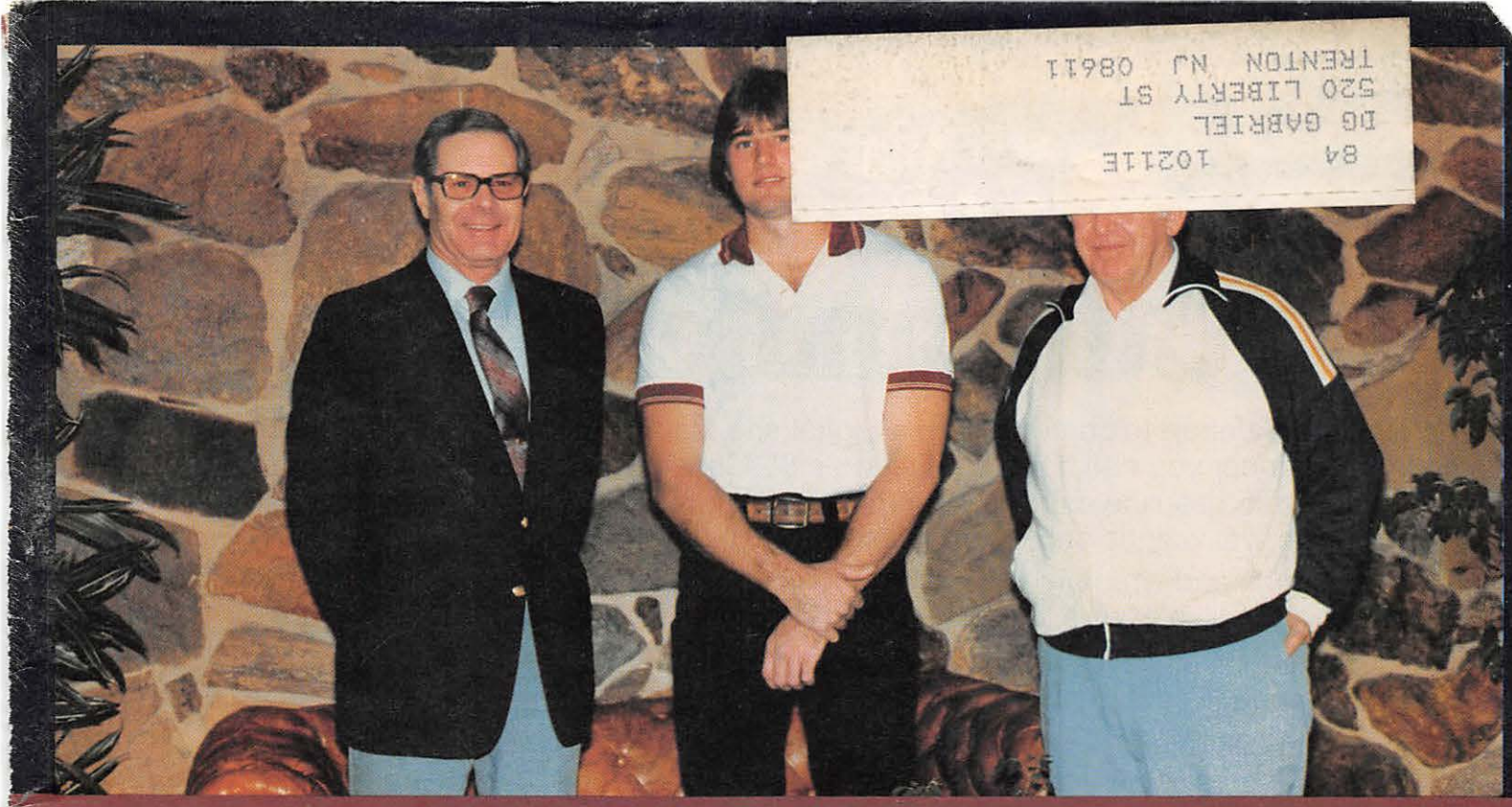


Signalmen Save Life of Co-Worker—Page 6

MARCH, 1982

The SIGNALMAN'S Journal

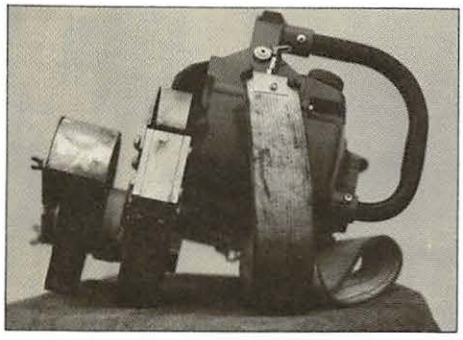
At last a portable grinder you can handle.

Leave it to Safetran to come up with a Signal and Maintenance of Way all purpose portable grinder you can handle. Safetran's SL Grinder features a lightweight, Homelite 1.6 cubic inch gasoline engine. It's dependable and constructed for heavy duty jobs at any job site, yet weighs only 16 pounds.

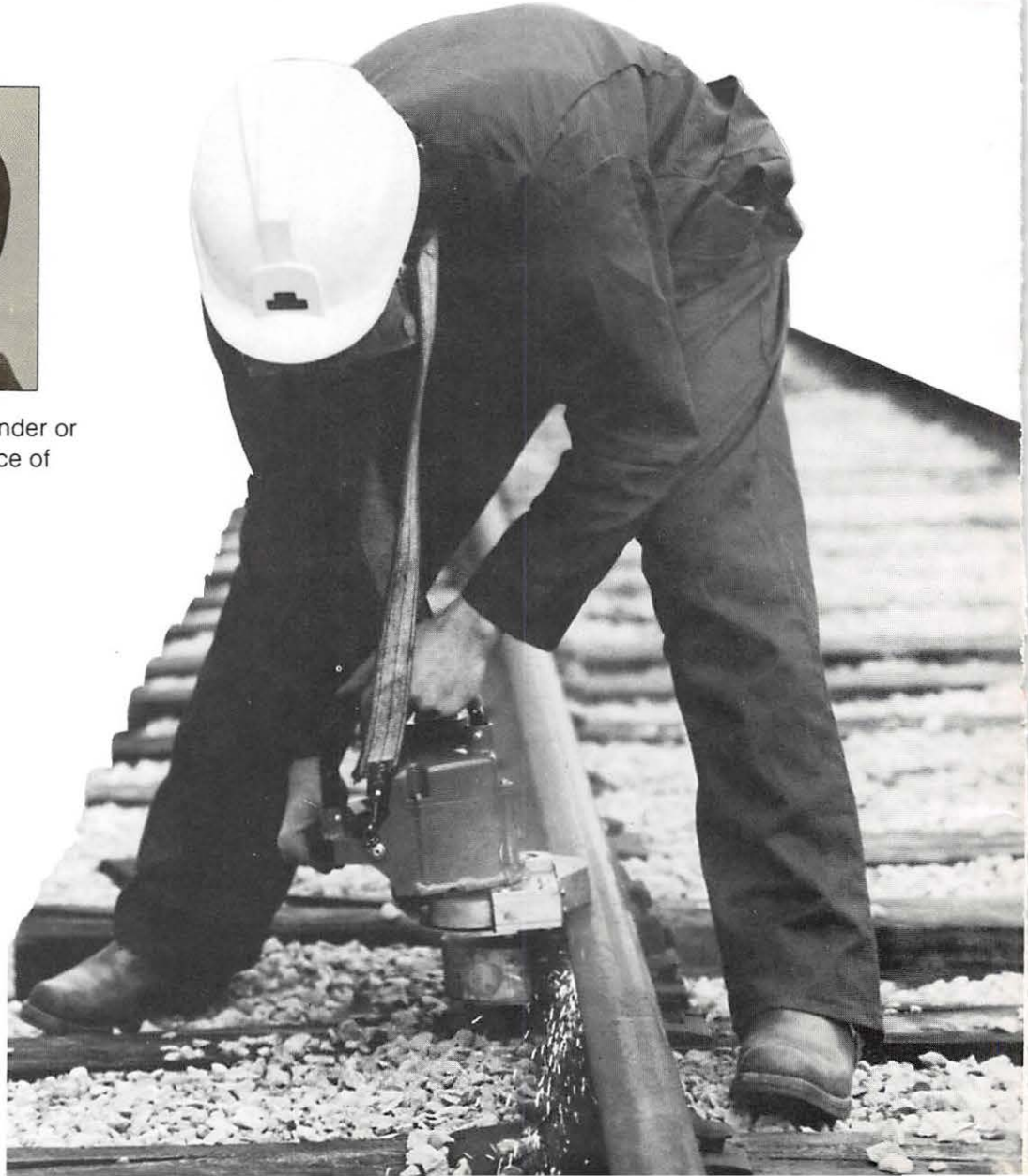
The pistol grip and wrap-around handle provide the operator with excellent control. The shoulder strap also assists in control and ease of handling.

An air vane type governor limits wheel speed to 6000 rpm for safety while an automatic clutch disengages the grinder wheel when engine idles.

This all purpose grinder can be used for grinding rail bonds, switch points, stock rails, pre-weld grinding and will sharpen cutter blades, tool, etc. A 5 inch grinding wheel is used.



For more information on the SL Grinder or other Safetran Signal or Maintenance of Way equipment, call or write:



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The SIGNALMAN'S Journal

Official Publication of the Brotherhood of Railroad Signalmen

Volume 63 Number 2 March 1982

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The Signalman's Journal (ISSN-0037-5020) is published monthly (except for combined issues of January-February and July-August) by the Brotherhood of Railroad Signalmen at 213 West Madison St., Waterloo, WI 53594. Second class postage paid at Mt. Prospect, IL and additional mailing offices.

Address changes and US Postal Form 3579 should be sent to the Brotherhood of Railroad Signalmen, Box U, Mt. Prospect, IL 60056.

Subscription Rates: $10.00 per year, sold only in the United States and Canada. Single copy price is $1.

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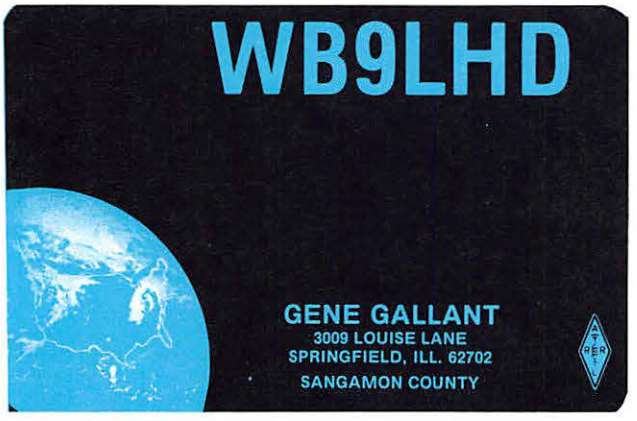
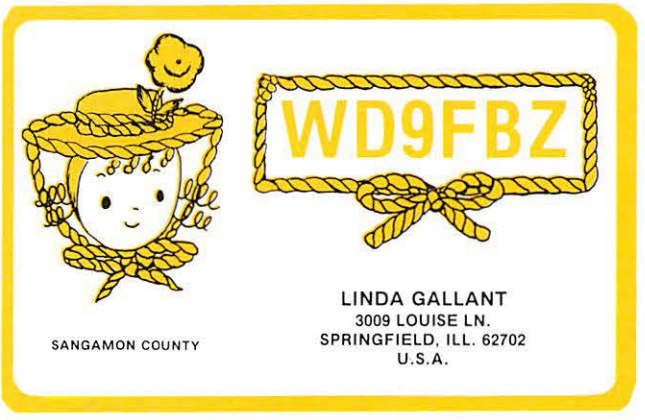
Cover: Top—Brother Pete Litten, electrocution victim, poses with Vice President John T. Bass and General Chairman R. R. Van Vacter.
Bottom: Brothers Larry Downing and Joel D. Burris-Johnson who's quick action saved the life of Brother Litten.

Signalmen—
Ham Operators





Gene Gallant — WB9LHD — and his wife, Linda — WD9FBZ — are both accomplished amateur radio operators. Gene holds an Advanced license and Linda has qualified in the General Class.

Gene began working with amateur radio in 1969 and has confirmed communications with 93 foreign countries. He has been employed as a signalman with the Chicago and Illinois Midland in Springfield, Illinois since 1971.

Linda has been licensed since 1977 and enjoys code wave radio communications with other women in the United States and in other countries.

Ralph Watkins — WB5PFW — obtained his novice radio operator's license in 1975, progressed to technician in 1976 and attained the General Class in August 1978.

Ralph's rig is a Kenwood TS520S with DG5 digital display. On the two-meter band he used a KDK Icome 260 and hand-held Motorola 220. He recently spoke with Tom Christian on Pitcairn Island in the South Pacific. Christian is a descendant of the man credited with leading the famed Mutiny on the Bounty.

Bates' Commentary

The Office of Management and Budget (OMB), headed by David Stockman, now proposes to directly abolish the Railroad Retirement system by October 1 of this year. By reducing the amount of money to be appropriated for the so-called windfall benefits, OMB was successful in imposing hardships on many retired members, their spouses and dependents, but apparently this still does not satisfy their zest to create additional hardship on all present and retired railroad workers.

Although the President's proposed budget does not actually detail the mechanics necessary to reach their objective, the plan would have the Social Security Administration take over Tier I benefit payments (but only for those who qualify under the Social Security law; 60/30 retirees, their spouses, and certain others would not be covered). Unemployment benefits would be integrated into the 50 different state plans. Tier II benefits — including 60/30 retirement, widows Tier II benefits, occupational disability benefits, and RUIA sickness benefits would be administered by some type of private corporation. The budget proposed does not contain any details for such a private corporation. Two things are clear however. All Board field offices would be closed almost immediately, and Tier II benefits (once some kind of organization is put together to pay them) would be subject to income tax. The Stockman budget proposal does not mention the so-called "windfall" benefits. Knowledgeable observers feel that this keeps Stockman's options open — once the RRB is gone, windfalls can be eliminated, probably in fiscal year 1984, which begins next year. Such action would go along with OMB's attempt last fall to sharply reduce windfall payments.

Stockman's direct kill-off proposal for railroad retirement would require congressional action. Since Congress may not act (although certain congressional offices have expressed keen interest), OMB has already put into effect a fall-back plan to choke railroad retirement to death in a few years. Under this plan, Railroad Retirement Board personnel would be so sharply reduced that all field offices would have to be closed within a few years (over 30 offices in the next year alone); and there would not be even enough people to run the programs efficiently out of the board's headquarters. The theory is that the drastic decline in service and efficiency, especially in the direct in-person field service to the elderly, the widows, and the disabled, would cause the railroad public to become upset with the RRB rather than the OMB, and it would then be easy to abolish the system.

While the Congress might not go along with the direct kill-off approach, OMB's slow strangulation approach would ultimately have the same result. Money to pay personnel comes directly out of the Railroad Retirement Account. Congress, and no one else, approves the amount. OMB has requested that Congress approve less and less money for personnel salaries. If Congress does not prevent OMB from carrying out its plan, the next round of personnel cuts, due by October 1, 1982 (unless the agency is abolished by then), will force field offices to close in many congressional districts. If Congress goes along, all field offices should be gone by 1985, and at that point, the RRB could not efficiently administer the program, and it could be killed.

Rail labor will stay on top of this situation and report in greater detail as facts become known. Rail labor will use all of its resources to preserve your retirement system which has existed for almost half a century. But we need your help NOW. It is imperative that you WRITE to your congressional leaders immediately. It's your system; only you can save it!

While we urge our members to write their respective Senators and Congressmen, special emphasis should be placed on the following committees because of the drastic changes proposed in the Reagan budget affecting railroad retirement:

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Don Bailey (D-21-Pa.)	

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Howard M. Metzenbaum (D-Ohio)	Jeremiah Denton (R-Al.)
	John P. East (R-N.C.)

Tom Bates

Signalmen Save Life of Co-Worker

Brothers Larry Downing and Joel D. Burris-Johnson reacted to an emergency situation which, according to treating physicians resulted in Brother Pete Litten being alive today.

The incident occurred on Tuesday, October 27, 1981. Litten, Downing and Burris-Johnson, members of BofRS Local 172, are employed by the Santa Fe and had been making repairs to a 480 volt power line near Chambers, Arizona. Brother Litten, after having been advised that the power line was de-energized, climbed the pole to perform the required work. Although he usually placed his climbing belt safety strap between the crossarm and crossarm braces, he chose this day to "belt-in" below the braces. He reached out to the circuit and regained consciousness two days later in a Gallup, New Mexico hospital suffering from a severe electrical burn on his left wrist and the traumatic effects of electrocution.

The chain of events began on Sunday, the 25th. Brother Litten can't yet recall that period in time, but according to Burris-Johnson and Downing, the gang arrived at Chambers on Sunday night and the work proceeded as expected on Monday. At about 11:00 Tuesday morning, Litten and Burris-Johnson were together at the accident site. Downing, in the gang's vehicle, was at another location. Burris-Johnson observed Brother Litten reach for the high-voltage line and then fall to the ground with his safety strap still around the pole. He immediately went to Litten's aid, recognized the effects of electric shock and began cardiopulmonary resuscitation (CPR) which he had been taught in Santa Fe's Assistant Signalman Training Program.

Brother Downing returned and assisted in the rescue operation. During their efforts, Brother Litten's heart stopped and he exhibited the classic symptoms of cyanosis caused by lack of oxygen. Burris-Johnson continued application of CPR and Downing administered mouth-to-mouth resuscitation which successfully restored Litten's pulse and breathing. They continued their ministrations until an ambulance arrived from

Brothers Larry Downing (left) and Joel D. Burris-Johnson accept awards presented by Santa Fe General Chairman R. R. Van Vacter.

Vice President Bass wishes Brother Litten a rapid recovery from his injuries.

Signalmen Larry Downing (left) and Joel D. Burris-Johnson display plaques awarded by the Santa Fe General Committee.

Gallup, New Mexico, some 50 miles east of the accident site.

Enroute to McKinley County General Hospital in Gallup, Brother Litten again failed but responded to heart massage and oxygen given by the ambulance attendants. While receiving emergency medical treatment at the hospital, Litten succumbed a third time and treating physicians again restored life functions. Two days later, Brother Litten regained consciousness and was transported to Phoenix for further care. He was treated for his injuries at a Phoenix Hospital for a two week period and then released. He has not returned to railroad service.

Brother Litten is a native of Toledo, Ohio. His family relocated to Arizona seven years ago when he was 14 years old. Pete completed high school at Joseph City where he met and married his wife Debra. The couple have a nine month old daughter, Jessica.

At a meeting of Santa Fe Local 172 in Winslow, Arizona on January 16, Brothers Burris-Johnson and Downing were presented plaques commemorating their actions which saved Brother Litten's life. General Chairman Richard R. VanVacter, making the presentation, stated that "Larry (Downing) and Joel's (Burris-Johnson) immediate perception of the emergency and application of knowledge obtained through their assistant signalmen's training was instrumental in the preservation of Brother Litten's life. These men have exhibited the highest standards of brotherhood and are commended for their diligent efforts which successfully maintained Brother Litten's life functions until professional assistance was obtained."

Vice President John T. Bass congratulated the rescuers and, commenting on the incident, said "Were it not for the presence of mind of Brothers Downing and Burris-Johnson, and their calm, but persevering action, Brother Litten would have undoubtedly expired from his injuries. Their deed is worthy of the highest honor."

We know our readers will join us in heartfelt congratulations to Brothers Downing and Burris-Johnson and wish Brother Litten a speedy recovery. BRS

Electrocution victim Pete Litten (left) with General Chairman Richard R. Van Vacter.

Brothers Frank Gallegos, Walter Brown and John West, recite the obligation of members of the Brotherhood of Railroad Signalmen.

NORTHEAST GENERAL COMMITTEE

Northeast General Committee and N&W General Committee assemble in Cincinnati

The Northeast General Committee and the Norfolk and Western General Committee met in Cincinnati on November 5, 6 and 7.

Elected officers for the Northeast General Committee were H. H. Parker, General Chairman and General Secretary-Treasurer; Frank T. Branham, Senior Vice General Chairman and Vice General Chairman C&O Chesapeake District; Mel Penrose, Vice General Chairman, C&O Pere Marquette District; Robert Buck, Vice General Chairman, Grand Trunk Western Railroad; Garland Bass, Vice General Chairman, DT&I/D&St.L; and Dan Crum, Bob Buck and Ed Valencia were elected as members of the General Board of Trustees.

Serving as officers of the Norfolk and Western General Committee for the next three years are: V. J. Sartini, General Chairman and General

H. H. Parker, Northeast General Committee Chairman, reviews agenda with V. S. Sartini (right), General Chairman of the Norfolk and Western General Committee.

NORFOLK AND WESTERN GENERAL COMMITTEE

Secretary-Treasurer; B. V. Clyburn, Assistant General Chairman; S. G. Calderone, J. L. Howard, B. R. Pierce and S. C. Stone were elected as Vice General Chairmen. The Board of Trustees will consist of L. E. Mayer, Chairman, D. E. Creed and H. H. Hock.

In addition to a two day training session for local chairmen conducted by Grand Lodge Vice President M. B. "Pete" Frye, the Northeast General Committee met jointly with the Norfolk and Western General Committee and were addressed by several distinguished guests including President R. T. Bates.

Bates updated the joint committees on the National Wage and Fringe Benefit Movement. He explained that he was confident that an agreement could be consummated by the end of the year.

President Bates also sought support for the Signalmen's Political League and explained his disappointment on the return of the membership survey regarding the wage and benefit movement.

Tom Bates, President, presents H. H. Hock, Local Chairman N&W, a 35 year pin for his continuous membership.

Other speakers from Grand Lodge included Secretary-Treasurer W. D. "Dink" Best who explained the computer system being used by Grand Lodge. Vice President C. S. Chandler greeted the local chairmen at the joint meeting in addition to addressing the committees separately. Vice President Frye spoke of Solidarity Day and the fine support it had. Vice President W. W. Altus briefed the committees on the function of the National Railroad Adjustment Board and Grand Lodge Representative V. M. "Butch" Speakman solicited local news for The Signalman's Journal.

Representing the Railroad Retirement Board was Board Labor Member and past President of the Brotherhood of Railroad Signalmen C. J. "Chuck" Chamberlain.

Chamberlain explained the hardship the Board is experiencing as beneficiaries increase while active employment decreases. He also explained the recent amendments to the Railroad Retirement Act.

In addition to hosting dinner on the evening of the 6th, Attorneys Ed Erpelding, Larry Champion and Irving Schwartzman spoke on the Federal Employees Liability Act. All stressed the necessity of familiarizing your spouse and family with the Act.

The Northeast General Committee meeting concluded on Saturday the 7th of November with an Hours of Service presentation by Director of Research W. W. Lauer. BRS

Vice President Chandler congratulates V. S. "Joe" Sartini for his re-election as General Chairman, N&W.

President R. T. Bates and General Chairman V. S. Sartini enjoy conversation during a break in the meeting.

Chairman of the Board of Trustees and Local Chairman (N&W) L. E. Mayer receives 25 years continuous membership pin from President R. T. Bates.

J. L. Howard, Vice General Chairman N&W, receives 25 years continuous membership pin from President Bates.

R. T. Bates, President, conveys obligation on officers of the Northeast and Norfolk and Western General Committee.

General Chairman H. H. Parker, NEGC, addresses his committee.

Vice President C. S. Chandler offers his greetings at the joint meeting of the committees.

President Tom Bates updates the committees on the National Wage and Fringe Benefit Movement.

Vice President M. B. "Pete" Frye speaks of his exhilarating experience at Solidarity Day.

When you move, notify Grand Lodge of your new address.

Harvey Parker, General Chairman of the Northeast General Committee, conducts joint meeting.

General Chairman V. J. Sartini, N&W, addresses his members on the Norfolk and Western General Committee.

Pacific Southwest General Committee Concludes Negotiations with Missouri Kansas-Texas Railroad

General Chairman O. C. Lewis of the Pacific Southwest General Committee signed an agreement with the Missouri-Kansas-Texas Railroad Company on November 12, 1981, after more than eight months of bargaining. The new agreement adds the installation, testing and repair of electronic circuit boards to the Scope Rule. This work will accrue to signalmen over a five year period allowing the Carrier to secure necessary equipment to perform the work.

The position of Special Signal Technician, a new title, was established by this Agreement. Candidates for this position will be sought from among signal department employees. Those having sufficient interest, aptitude and qualifications may be granted reimbursement for the completion of appropriate technical courses.

The current "Call Rule" and "Grievance-Discipline Rule" were modified to provide some latitude by both employees and the Carrier in their application.

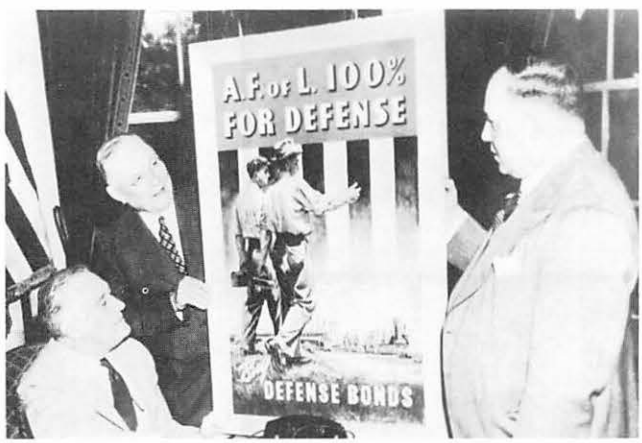
Signing the Agreement: (standing l to r) — B. D. Phillips, Superintendent of Signals, MKT; Calvin Keller, Assistant Director of Labor Relations; BofRS Vice President John T. Bass; B. D. Maxwell, Vice General Chairman; C. T. Spears, Local Chairman. (seated l to r) — Harold M. Hacker, Director of Labor Relations, MKT; Robert Martin, Mediator; Owen C. Lewis, General Chairman.

L. V. Tisor feted for outstanding service

Brother L. V. Tisor, retired member of Local Lodge 87, was honored at a luncheon on August 29, 1981 in Livingston, Montana. Tisor served as Secretary-Treasurer of Local 87 from 1949 to 1963. He retired from the Burlington Northern in 1979.

General Chairman W. A. Class presented Brother Tisor an inscribed plaque commemorating his years of devoted service to the Brotherhood.

H. M. Woodal, former General Chairman, Great Northern; W. A. "Bill" Class, Burlington Northern General Chairman; R. F. "Bob" Richardson, Burlington Northern General Secretary-Treasurer; Brother L. V. Tisor.

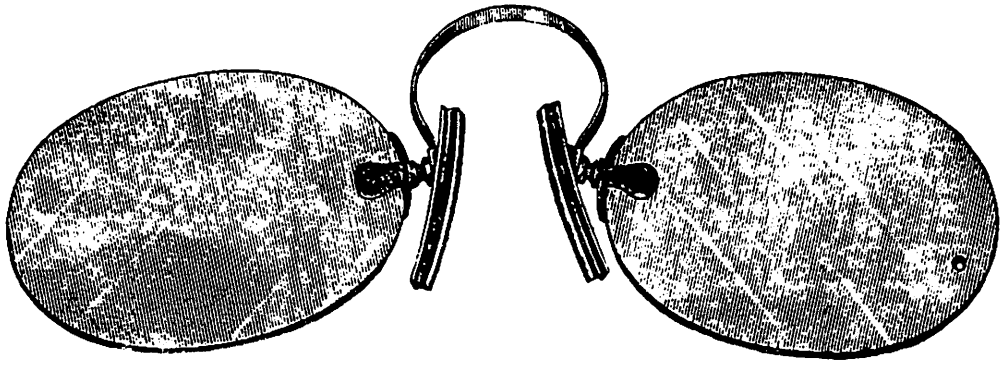


FULL COOPERATION of organized labor in efforts to win World War II was enlisted by President Roosevelt. Roosevelt insisted that labor be represented on the War Labor Board as equals with business to help maintain both production and labor standards and to settle disputes. Labor's drive to sell revenue-raising war bonds was symbolized in this poster presentation to Roosevelt at the White House by then AFL President William Green and Sec.-Treas. George Meany.

BROTHERHOOD OF RAILROAD SIGNALMEN

PRESCRIPTION EYEWEAR PROGRAM

APPLY ANYTIME DURING YOUR COVERAGE PERIOD



FREE PAIR OF PRESCRIPTION EYEGLASSES

Order 4 pair of prescription eyeglasses during your coverage period and you can receive a fifth pair FREE. Simply pay $2.00 postage and handling—Full details in your program brochure.

Dear Brother,

Being able to see properly is important to all of us and present or potential problems shouldn't be ignored. Balance this against the highly inflated prices of retail eyeglasses as well as other health care expenses and it becomes a problem of economics versus good sense.

Cost shouldn't be a fact in caring for your eyes. But it is. That's why we are proud to introduce a unique new health care program that can provide substantial savings. Savings of hundreds of dollars for you and your family.

It's the Prescription Eyewear Program and it is designed to dramatically lower the cost of prescription eyeglasses. Through this program you can save up to 80% on eyeglasses, bifocals, trifocals, sunglasses. . . even hard and soft contact lenses.

Members participating in this Brotherhood of Railroad Signalmen sponsored health care program pay a nominal annual family fee of $12.95. They continue to receive their vision care from their eye doctor while the eyeglasses are provided at reduced prices through this program.

The prices are low and are GUARANTEED for the first full year of participation. Since there is an open enrollment period, you can join the program anytime during the coverage period. Due to tremendous response the program coverage has been extended to October 31, 1982. Apply today to take full advantage of this offer.

Sincerely,

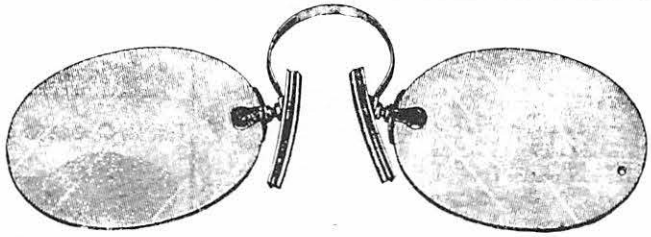
R.T. Bates
President

W.D. Best
Secretary-Treasurer

SEE NEXT PAGE FOR FURTHER DETAILS

$9.99

Distance or Near Prescription Eyeglasses Retailing $30.00—$80.00 Per Pair Complete



$21.99

Bifocal Prescription Eyeglasses Retailing $50.00—$125.00 Per Pair Complete

The prices listed above include a choice of eyewear frame, pair of prescription glass lenses, fabrication of eyewear and protective eyewear case. Add $8.00 for metal and high fashion styles. Frames may be purchased separately at $5.00 or $13.00 depending on style. Add $2.00 per pair for postage and handling on all orders.

EXAMPLE OF POSSIBLE SAVINGS

Family of six requiring prescription eyeglasses
(2 pair bifocals + 4 pair single vision)

Possible Retail Prescription Eyewear Cost	**$600.00**
BRS Eyewear Program Cost includes metal frames and postage application fee not included	**$115.95**
Potential Annual Savings	**$485.05 80.66%**

WHAT THIS PROGRAM OFFERS . . .
The Prescription Eyewear Program allows participating members, both active and retired to purchase their prescription eyewear at possibly the lowest prices available in the United States. Prescription eyeglasses currently retailing from $30.00 to $80.00 may now cost less than $10.00. Expensive bifocal eyewear retailing from $50.00 to $125.00 may cost under $22.00 complete. The comparison price list shown here, based on current retail prices, provides an example of the potential savings.

A WIDE SELECTION OF QUALITY FRAMES . . .
Participating members or families receive an illustrated catalog showing the variety of frames available through this program. Displaying first quality, nationally recognized plastic and metal frames, this catalog is similar to that sent to retailers by manufacturers. Only brand name frames that are both United States and union made are offered. No inferior imported frames are represented.

GOVERNMENT APPROVED LENSES . . .
All prescription lenses are made in the finest U.S. laboratories and are first quality prescription ground—meeting exacting federal standards.

HOW THE PROGRAM WORKS . . .
Included with the catalog of selected frames are six individual prescription order forms that can be used to order six different pairs of prescription eyeglasses. Family members requiring eyewear choose a frame style and color from the up-to-date selection. Individuals continue to receive their vision care from their doctor while the eyeglasses are provided through this program. The eye practitioner or dispensing optician fills in the information concerning frame and prescription specifications on the eyewear order forms contained in the catalog. The completed order form is then sent to the laboratory for fabrication. The finished pair of eyeglasses is then returned to the proper individual for verification and adjustment prior to wearing.

WHAT DO I GET AND HOW MUCH IS IT?
The $12.95 Annual Family Application Fee entitles members of the immediate family to purchase eyewear through this program at dramatically discounted prices. Additional payment is only required when a pair of eyeglasses is ordered. The eyeglass fee payment is sent along with the completed prescription order form when a pair of eyeglasses is desired. This fee includes the eyewear frame of choice, pair of prescription ground lenses, fabrication of eyewear and a protective eyeglass case. Not included are: professional services such as eye examination, determination of proper correction, fitting, dispensing or postage. Each family is allowed as many as six different pairs of prescription eyeglasses annually. Prescription lenses are limited to 6.00 sphere, 2.50 cylinder and + 1.00 to + 4.00 Add. Prices for prescriptions that exceed this wide range of powers will be furnished prior to fabrication.

SPECIAL ORDERS . . .
Special orders can also be provided for members and their families at substantial savings. Prices are quoted prior to fabrication. Special orders include: Prescription and Non-Prescription Sunglasses, Special Frames, Tinted Lenses, Sun Reacting Lenses, Plastic Lenses, Safety Eyewear and both Hard and Soft Contact Lenses.

NATIONAL DIRECTORY OF PROFESSIONALS
Members and families may deal through their regular eye doctor. If not currently under the care of a vision professional a National Directory of Eye Doctors is available to assist families in seeking vision care services. This directory may provide families with names, addresses, office hours and fees of pre-selected eye doctors in each state.

ALSO AVAILABLE. . . SOFT CONTACT LENSES Bausch & Lomb Soflens or American Optical AO Soft for $49.99 per pair.

HOW TO ENROLL IN THIS BRS HEALTH CARE PROGRAM. . .
1. Complete the application below.
2. Mail your completed application and check in the amount of $12.95 payable to BRS EYEWEAR PROGRAM to:

BRS Prescription Eyewear Program
180 N. LaSalle Street, Suite 3220
Chicago, Illinois 60601

QUESTIONS? CALL: (617) 935-0866
Weekdays—10 am to 4 pm Eastern Time

For the many individuals who are currently participating in the Prescription Eyewear Program and for all new members, the following explanation of the procedures for ordering your eyewear may be helpful:

INSPECTING FRAMES. . .
To assist members in selecting the desired frame style, color and proper size, the frame(s) can be ordered for inspection, tried on at home and even taken to your vision care professional for fitting purposes. When ordering bifocal eyewear, this ability to bring the frame(s) to your vision care professional can assist in determining the necessary bifocal measurements. Simply send a check for $6.00 for each NUMBER frame and $14.00 for each LETTER frame desired for inspection. Indicate the frame(s) style, color and size on the back of the check. Upon returning the frame(s), within 21 days, you will be reimbursed for the frames returned—minus postage and handling costs. Or, have the reimbursement credited toward your prescription eyewear order.

SPECIAL FRAMES. . .
Special frame styles not listed in the program literature may be ordered at substantial savings through your program. Simply write or call 617-935-0866 for a price quote on the special frame(s) you desire.

CONTACT LENSES. . .
It is the program's recommendation that a member's first pair of contact lenses be purchased and fit by their vision care professional. Duplicate lenses can be ordered upon sending the proper contact lens specifications and prescription. If you have any questions please call or write for assistance.

If you have extreme difficulty arranging to have your doctor fill in the information on your order form then you may simply send a copy of the prescription you desire (or spare pair of eyeglasses) with the order form listing your frame style, color and size of choice. However, it is important that you include the "PD measurement"—the number can usually be obtained from your eye doctor or optician by telephone. Bifocal eyewear would be made in Flat Top 25 segment at 4 below unless you desire otherwise.

For any additional help in the completion of your order forms or if you have any questions about the program, please write O.S.P., 25 S. Olympia Avenue, Woburn, MA 01801 or call Ms. Leslie Wagner at (617) 935-0866 weekdays from 10 a.m. to 4 p.m. Eastern time.

ENROLLMENT FORM

BROTHERHOOD OF RAILROAD SIGNALMEN PRESCRIPTION EYEWEAR PROGRAM

Program Coverage—Aug. 1, 1982 to Oct. 31, 1982
Please enclose Annual Family Application Fee of $12.95 per family.
Make check payable to: BRS EYEWEAR PROGRAM

Member's Full Name (please print)
_____
Address_____
City _____State _____Zip _____
Daytime Phone Number (___) _____

Social Security Number _____
Date of Birth _____
List Names of Family Members
_____
_____

BRS-382-10

Southern General Committee Meets in Atlanta

Members of the Southern Joint General Committee convened on October 23 and 24 in Atlanta, GA. Elected as officers of the General Committee for the ensuing three years were C. R. Vaught, General Chairman; K. E. Riner, General Secretary-Treasurer; D. M. Helton, Senior Vice General Chairman; and J. B. Dumas and E. W. Williams as Vice General Chairmen. The General Board of Trustees consists of M. E. Glenn, Chairman; L. R. Rose, Secretary; and F. J. Blackburn, member.

Members of the General Committee in attendance were Ronnie King, Mike Glenn and Jerry Taylor from Local Lodge 11; David Helton, Roger Rose, Steve Sheridan, P. G. West, B. L. Hulsey, Jr., R. T. Harris, Harold Bennett, Fred Robinson, and Dave Morris from Local 49; Ed Williams, Jim Steed and Russell Strickland from Local 110.

Retired Local Chairman and Vice General Chairman Paul Yelton also attended.

Attending the meeting from Grand Lodge were President R. T. Bates; Secretary-Treasurer W. D. Best; Vice Presidents C. S. Chandler and M. B. Frye; and Director of Research W. W. Lauer.

President Bates spoke of the various difficulties currently facing the Brotherhood and the labor movement. He also related the status of the B. of R. S. National Wage and Fringe Benefit Notice, explaining that although the Carriers' offers to date are inadequate, he is optimistic.

Secretary-Treasurer Best recalled the conditions which existed when he began his career with the Penn Central in 1941. At that time wages were 72 cents an hour, employees were not paid for holidays and were granted a one week vacation after two years service. A comparison of then and now illustrates the great strides we have made in agreement provisions and legislation beneficial to our members.

Attorneys Tom Woodal and Bill Tucker of the Rives law firm in Birmingham, AL spoke to the General Committee on provisions of the Federal Employers Liability Act. Attorney Woodal and Vice President Frye jointly addressed the committee regarding the importance of the duty of fair representation.

Following the joint presentation, Frye spoke to the Local Chairmen regarding the duties and responsibilities of the Local Chairman's job. He explained that claims and grievances are initiated at the local level as prescribed by Article III-Section 5 of our constitution.

General Chairman C. R. Vaught chaired the Southern General Committee meeting.

President R. T. Bates explained the present status of the BofRS National Wage Fringe Benefit movement.

W. W. Lauer, B. of R.S. Director of Research, discussed the Hours of Service Act as it applies to signalmen. His program included a slide presentation portraying various situations and conditions which illustrate violations of the Act.

The meeting concluded with a seminar conducted by Vice President Frye on the proper method of handling claims and grievances, including discipline cases, and the detail required to successfully progress a claim. BRS

January 8, 1982

NATIONAL WAGE AND FRINGE BENEFIT AGREEMENT

THIS AGREEMENT, made this 8th day of January, 1982, by and between the participating carriers listed in Exhibit A, attached hereto and made a part hereof, and represented by the National Carriers' Conference Committee, and the employees of such carriers represented by the Brotherhood of Railroad Signalmen, witnesseth:

PULL INSERT TO
REMOVE AGREEMENT

IT IS HEREBY AGREED:

ARTICLE I – GENERAL WAGE INCREASES

Section 1. Effective April 1, 1981, all hourly, daily, weekly, monthly and piece-work rates of pay in effect on March 31, 1981 for employees covered by this Agreement shall be increased in the amount of 2 percent applied so as to give effect to this increase in pay irrespective of the method of payment. The cost-of-living allowance of 58 cents per hour in effect on March 31, 1981 will not be included with basic rates in computing the amount of this increase. The increase provided for in this Section 1 shall be applied as follows:

(a) *Hourly Rates* — Add 2 percent to the existing hourly rates of pay. Round the resulting hourly rates to the nearest whole cent: Fractions less than one-half cent shall be dropped, and fractions of one-half cent or more shall be increased to the nearest full cent.

(b) *Daily Rates* — Add 2 percent to the existing daily rates of pay.

(c) *Weekly Rates* — Add 2 percent to the existing weekly rates of pay.

(d) *Monthly Rates* — Add 2 percent to the existing monthly rates of pay.

(e) *Piece Work* — Adjustment of piece-work rates of pay shall be based on the amount of increase applicable to the basic hourly rate for the class of work performed. Where piece-work rates of pay are in effect on carriers having special rules as to the application of any increase, or decrease, in such rates, such rules shall apply.

(f) *Deductions* — Insofar as concerns deductions, which may be made from the rates resulting from the increase herein granted, under Section 3(m) of the Fair Labor Standards Act of 1938, they may continue to be made to the extent that such deductions were being legally made as of August 31, 1941.

(g) *Application of Wage Increase* — The increases in wages provided for in this Article I shall be computed in accordance with the wage or working conditions agreement in effect between each carrier and its employees represented by the Brotherhood of Railroad Signalmen, and in instances where fixed daily, weekly, or monthly rates are paid for all services rendered, the increase in wages shall be applied in such manner as will give effect to the number of hours used in fixing said rates and to the equivalent hours for special allowances included in said rates. Overtime hours will be computed in accordance with the individual schedules for all overtime hours paid for. Special allowances not included in said rates will not be increased.

(h) All employees who had an employment relationship after March 31, 1981, shall receive the amounts to which they are entitled under this Article I regardless of whether they are now in the employ of the carrier except persons who prior to the date of this Agreement have left the service of the carrier for any reason other than retirement or death.

Section 2. Effective October 1, 1981, all hourly, daily, weekly, monthly and piece-work rates of pay in effect on September 30, 1981 for employees covered by this Agreement shall be increased in the amount of 3 percent applied so as to give effect to this increase in pay irrespective of the method of payment. The cost-of-living allowance of 90 cents per hour in effect on September 30, 1981 will not be included with the basic rates in computing the amount of this increase. The increase provided for in this Section 2 shall be applied in the same manner as provided for in Section 1 hereof.

Section 3. Effective July 1, 1982, all hourly, daily, weekly, monthly and piece-work rates of pay in effect on June 30, 1982 for employees covered by this Agreement shall be increased in the amount of 3 percent applied so as to give effect to this increase in pay irrespective of the method of payment. The cost-of-living allowance of $1.25 which will be in effect on June 30, 1982 will not be included with the basic rates in computing the amount of this increase. The increase provided for in this Section 3 shall be applied in the same manner as provided for in Section 1 hereof.

Section 4. Effective July 1, 1983, all hourly, daily, weekly, monthly and piece-work rates of pay in effect on June 30, 1983 for employees covered by this Agreement shall be increased in the amount of 3 percent applied so as to give effect to this increase in pay irrespective of the method of payment. The amount of the cost-of-living allowance which will be in effect on June 30, 1983 will not be included with the basic rates in computing the amount of this increase. The increase provided for in this Section 4 shall be applied in the same manner as provided for in Section 1 hereof.

Section 5. Wage rates resulting from the increases provided in this Article I will not be reduced under Article II.

ARTICLE II – COST-OF-LIVING ADJUSTMENTS

Section 1. — Amount and Effective Dates of Cost-of-Living Adjustments.

(a) A cost-of-living adjustment increase of 32 cents per hour will be made effective July 1, 1981. The amount of such adjustment will be added to the cost-of-living allowance of 58 cents per hour remaining in effect. As result of such adjustment, the cost-of-living allowance effective July 1, 1981 will be 90 cents per hour.

(b) A further cost-of-living adjustment increase of 35 cents per hour will be made effective as of January 1, 1982. The amount of such adjustment will be added to the cost-of-living allowance of 90 cents per hour remaining in effect. As result of such adjustment the cost-of-living allowance effective January 1, 1982 will be $1.25 per hour.

(c) The cost-of-living allowance resulting from the adjustments provided for in paragraphs (a) and (b) above will subsequently be adjusted, in the manner set forth in and subject to all the provisions of paragraphs (g) and (h) below, on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers (Revised Series) (CPI-W)" (1967 = 100), U.S. Index, all items — unadjusted, as published by the Bureau of Labor Statistics, U.S. Department of Labor, and hereinafter referred to as the BLS Consumer Price Index. The first such cost-of-living adjustment shall be made effective July 1, 1982, based (subject to paragraph (g) (i) below) on the BLS Consumer Price Index for March 1982 as compared with the index for September 1981. Such adjustment, and further cost-of-living adjustments which will be made effective the first day of each sixth month thereafter, will be based on the change in the BLS Consumer Price Index during the respective measurement periods shown in the following table subject to the exception in paragraph (g) (ii) below, according to the formula set forth in paragraph (h) below:

Measurement Periods		Effective Date
Base Month	**Measurement Month**	**of Adjustment**
(1)	(2)	(3)
September 1981	March 1982	July 1, 1982
March 1982	September 1982	January 1, 1983
September 1982	March 1983	July 1, 1983
March 1983	September 1983	January 1, 1984

(d) While a cost-of-living allowance is in effect, such cost-of-living allowance will apply to straight time, overtime, protected rates, vacations, holidays, and personal leave days in the same manner as basic wage adjustments have been applied in the past.

(e) The amount of the cost-of-living allowance, if any, which will be effective from one adjustment date to the next may be equal to, or greater or less than, the cost-of-living allowance in effect in the preceding adjustment period.

(f) On December 31, 1983 the cost-of-living allowance in effect on January 1, 1983 shall be rolled into basic rates of pay and the cost-of-living allowance remaining in effect will be reduced by a like amount. On June 30, 1984, 50% of the cost-of-living allowance then in effect (rounded to the next higher cent) shall be rolled into basic rates and the cost-of-living allowance remaining in effect will be reduced by a like amount.

(g) *Cap.* (i) In calculations under paragraph (h) below, the maximum increase in the BLS Consumer Price Index (C.P.I.) which will be taken into account will be as follows:

Effective Date of Adjustment	Maximum C.P.I. Increase Which May Be Taken into Account
(1)	(2)
July 1, 1982	8% of March 1981 CPI, less the increase from March 1981 to September, 1981
January 1, 1983	4% of March 1982 CPI
July 1, 1983	8% of March 1982 CPI, less the increase from March, 1982 to September, 1982.
January 1, 1984	4% of March 1983 CPI

(ii) If the increase in the BLS Consumer Price Index from the base month of March 1981 to the measurement month of September 1981, or from the base month of March 1982 to the measurement month of September 1982, exceeds 4% of the March base index, the measurement period which will be used for determining the cost-of-living adjustment to be effective the following July 1 will be the twelve-month period from such base month of March; the increase in the index which will be taken into account will be limited to that portion of increase which is in excess of 4% of such March base index, and the maximum increase in that portion of the index which may be taken into account will be 8% of such March base index less the 4% mentioned in the preceding clause, to which will be added any residual tenths of points which had been dropped under paragraph (h) below in calculation of the cost-of-living adjustment which will have become effective January 1 during such measurement period.

(iii) Any increase in the BLS Consumer Price Index from the base month of March 1981 to the measurement month of March 1982 in excess of 8% of the March 1981 base index, or from the base month of March 1982 to the measurement month of March 1983 in excess of 8% of the March 1982 base index, will not be taken into account in the determination of subsequent cost-of-living adjustments.

(h) *Formula.* The number of points change in the BLS Consumer Price Index during a measurement period, as limited by paragraph (g) above, will be converted into cents on the basis of one cent equals 0.3 full points. (By "0.3 full points" it is intended that any remainder of 0.1 point or 0.2 point of change after the conversion will not be counted.)

The cost-of-living allowance which will become effective January 1, 1982 as result of application of Section 1(b) will be adjusted (increased or decreased) effective July 1, 1982 by the whole number of cents produced by dividing by 0.3 the number of points (including tenths of points) change, as limited by paragraph (g) above, in the BLS Consumer Price Index during the measurement period from the base

month of September 1, 1981 to the measurement month of March 1982. Any residual tenths of a point resulting from such division will be dropped. The result of such division will be added to the amount of the allowance which will have become effective January 1, 1982 if the Consumer Price Index will have been higher at the end than at the beginning of the measurement period, and subtracted therefrom only if the index will have been lower at the end than at the beginning of the measurement period.

The same procedure will be followed in applying subsequent adjustments.

(i) Continuance of the cost-of-living adjustments is dependent upon the availability of the official monthly BLS Consumer Price Index (CPI-W) calculated on the same basis as such Index, except that, if the Bureau of Labor Statistics, U.S. Department of Labor, should during the effective period of this Agreement revise or change the methods or basic data used in calculating the BLS Consumer Price Index in such a way as to affect the direct comparability of such revised or changed index with the CPI-W Index during a measurement period, then that Bureau shall be requested to furnish a conversion factor designed to adjust the newly revised index to the basis of the CPI-W Index during such measurement period.

Section 2. — Application of Cost-of-Living Adjustments.

In application of the cost-of-living adjustments provided for by Section 1 of this Article II, the cost-of-living allowance will not become part of basic rates of pay except as provided in Section 1(f). Such allowance will be applied as follows:

(a) *Hourly Rates* — Add the amount of the cost-of-living allowance to the hourly rate of pay produced by application of Article I and by Section 1 (f) of this Article II.

(b) *Daily Rates* — Determine the equivalent hourly rate by dividing the established daily rate by the number of hours comprehended by the daily rate. The amount of the cost-of-living allowance multiplied by the number of hours comprehended by the daily rate shall be added to the daily rate produced by application of Article I and by Section 1(f) of this Article II.

(c) *Weekly Rates* — Determine the equivalent hourly rate by dividing the established weekly rate by the number of hours comprehended by the weekly rate. The amount of the cost-of-living allowance multiplied by the number of hours comprehended by the weekly rate shall be added to the weekly rate produced by application of Article I and by Section 1(f) of this Article II.

(d) *Monthly Rates* — Determine the equivalent hourly rate by dividing the established monthly rate by the number of hours comprehended by the monthly rate. The amount of the cost-of-living allowance multiplied by the number of hours comprehended by the monthly rate shall be added to the monthly rate produced by application of Article I and by Section 1(f) of this Article II.

(e) *Piece Work* — Adjustment of piece-work rates of pay shall be based on the amount of increase applicable to the basic hourly rate for the class of work performed. Where piece-work rates of pay are in effect on carriers having special rules as to the application of any increase, or decrease, in such rates, such rules shall apply.

(f) *Minimum Daily Increases* — The increases in rates of pay produced by the cost-of-living allowances described in paragraphs (a) to (e), inclusive, shall be not less than eight times the applicable cost-of-living allowance per hour for each full time day of eight hours, required to be paid for by the rules agreement. In instances where under the existing rules agreement an employee is worked less than eight hours per day, the increase will be determined by the number of hours required to be paid for by the rules agreement.

(g) *Application of Wage Increases* — The increases in wages produced by application of the cost-of-living allowances shall be computed in accordance with the wage or working conditions agreement in effect between each carrier and its employees represented by the Brotherhood of Railroad Singalmen, and in instances where fixed daily, weekly, or monthly rates are paid for all services rendered, the cost-of-living allowances shall be applied in such manner as will give effect to the number of hours used in fixing said rates. Overtime hours will be computed in accordance with the individual schedules for all overtime hours paid for. Special allowances not included in said rates will not be increased.

(h) All employees who had an employment relationship after March 31, 1981, shall receive the amounts to which they are entitled under this Article II regardless of whether they are now in the employ of the carrier except persons who prior to the date of this Agreement have left the service of the carrier for any reason other than retirement or death.

ARTICLE III – VACATIONS

Insofar as applicable to the employees covered by this Agreement who are also parties to the Vacation Agreement of December 17, 1941, as amended, that Agreement is further amended effective January 1, 1982, by substituting the following Article 1(c) and (d) for the corresponding provisions contained in Article III of the Agreement of July 27, 1978:

(c) Effective with the calendar year 1982, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has eight (8) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959, inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of eight (8) of such years, not necessarily consecutive.

(d) Effective with the calendar year 1982, an annual vacation of twenty (20) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has seventeen (17) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959, inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of seventeen (17) of such years, not necessarily consecutive.

ARTICLE IV – HOLIDAYS

Effective January 1, 1983, Article II of the Agreement of August 21, 1954, as amended, insofar as applicable to the employees covered by this Agreement, is hereby further amended in the following respects:

(a) Add the day after Thanksgiving Day and substitute New Year's Eve (the day before New Year's Day is observed) for Veterans Day.

(b) The holiday pay qualifications for Christmas Eve — Christmas shall also be applicable for Thanksgiving Day — day after Thanksgiving Day and the New Year's Eve — New Year's Day holidays.

(c) In addition to their established monthly compensation, employees performing service on the day after Thanksgiving Day on a monthly rate position (the rate of which is predicated on an all-service performed basis) shall receive eight hours pay at the equivalent straight time rate, or payment as required by any local rule, whichever is greater.

(d) A monthly rated employee occupying a 5-day assignment on a position with Friday as an assigned rest day also shall receive eight hours' pay at the equivalent straight time rate for the day after Thanksgiving, provided compensation paid such employee by the carrier is credited to the work days immediately preceding Thanksgiving Day and immediately following the day after Thanksgiving Day.

(e) Except as specifically provided in paragraph (c) above, existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are extended to apply to the day after Thanksgiving Day and New Year's Eve (the day before New Year's Day is observed) in the same manner as to other holidays listed or referred to therein.

ARTICLE V – HEALTH AND WELFARE BENEFITS

Section 1. Continuation of Plan

The benefits now provided under The Railroad Employees National Health and Welfare Plan, modified as provided below, will be continued subject to the provisions of the Railway Labor Act, as amended. Contributions to the Plan will be offset by the expeditious use of such amounts as may at any time be in Special Account A or in one or more special accounts or funds maintained by the insurer in connection with Group Policy Contract GA-23000, and by the use of funds held in trust that are not otherwise needed to pay claims, premiums or administrative expenses which are payable from trust. Detailed contract language effectuating all changes in the Plan called for by this Agreement will be worked out by the Joint Policyholder Committee with the insurer.

Section 2. Benefit Changes

The following benefit changes will be made effective as of January 1, 1982:

(a) *Life Insurance* — The maximum life insurance benefit for active employees will be increased from $6,000 to $10,000.

(b) *Accidental Death, Dismemberment and Loss of Sight* — The maximum accidental death, dismemberment and loss of sight benefit, called the "Principal Sum" in Group Policy Contract GA-23000, will be increased from $4,000 to $8,000. Those accidental death, dismemberment and loss of sight benefits that are payable in the amount of one-half the Principal Sum will thus be increased from $2,000 to $4,000.

(c) *Hospital Miscellaneous Benefits* — The provision for reimbursement for hospital charges for medical care and treatment (other than charges for room and board, nurses', and physicians' and surgeons' fees), and the excess of charges for intensive care in an intensive care unit over the amount payable otherwise, shall be increased from "not more than $2,000 plus 80% of the excess over $2,000," to "not more than $2,500 plus 80% of the excess over $2,500."

(d) *Surgical Expense Benefit*

(i) The maximum surgical benefit for all surgical procedures due to the same or related causes, as well as the maximum basic benefit for any one surgical procedure, will be increased from $1,000 to $1,500; and the $1,000 E Surgical Schedule will be replaced by a $1,500 E Surgical Schedule.

(ii) No surgical expense benefits described in Part E of Article VII of Group Policy Contract GA-23000 will be payable under the Plan with respect to any non-emergency surgical procedure listed below and described in Schedule I to Policy Contract GA-23000 unless the opinions of two surgeons with respect to the medical necessity of the procedure have first been obtained and at least one of those opinions recommends the procedure. Major medical expense benefits described in Part J of such Article will, however, be payable with respect to such a procedure whether or not the opinion of a second surgeon is obtained. The surgical procedures referred to above are:

1. Breast Surgery
2. Bunion Surgery
3. Cataract Surgery
4. Hemorrhoid Operations
5. Hernia Repairs
6. Hysterectomy
7. Gall Bladder Operations
8. Knee Surgery
9. Prostate Operations
10. Rhinoplasty
11. Tonsillectomy & Adenoidectomy
12. Varicose Vein Operations

(e) *Radiation Therapy Expense Benefits* — The radiation therapy expense benefits and the schedule listing them will be broadened to include chemotherapy treatments; the overall combined maximum radiation therapy and chemotherapy expense benefits for any one person during any one calendar year will be increased from $400 to $600; and the overall combined maximum radiation therapy and chemotherapy expense benefits for any one person for any one accident or sickness will be increased from $400 to $600.

(f) *X-Ray or Laboratory Examinations* — The maximum medical expense benefit for x-ray and laboratory examinations of any one person during any one calendar year will be increased from $150 to $250.

(g) *Physician's Fee Benefit*

(i) The maximum amount payable on behalf of an employee or dependent for physician's charges for visits while the employee or dependent is confined as a hospital in-patient will be increased from $10.00 to $12.00 per day of such confinement, and the maximum so payable during any one period of hospital confinement will be increased from $3,650 to $4,380.

(ii) The maximum amount payable for physician's office visits by an employee shall be increased from $10.00 to $12.00, and for home visits from $12.00 to $15.00, per visit, limited as at present to one home or office visit per day and a maximum of 180 such visits in a 12-month period; no benefit payable for the first visit on account of injury or first three visits on account of sickness.

(h) *Major Medical Expense Benefits* — The maximum aggregate amount payable as major medical expense benefits with respect to any eligible employee or dependent during such person's entire lifetime will be increased from $250,000 to $500,000.

(i) *Hospital Emergency room* — To the extent not otherwise covered under the Plan, benefits will be payable for expenses in excess of $50 incurred for the use of hospital emergency room by a covered employee or dependent. To the extent the first $50 of such expenses are not covered by the Plan, they will count toward reaching the cash deductible amount of $100 under the major medical expense benefits provisions of the Plan.

Section 3. Eligibility

The provision under which a new employee becomes a Qualifying Employee, and may become covered and eligible for benefits, on the first day of the first calendar month starting after such employee has completed 60 continuous days during which he has maintained an employment relationship, will be changed to provide that a new employee (employed on or after the first day of the calendar month following the month in which this agreement is executed) will become a Qualifying Employee on the first day of the first calendar month starting after the day on which such employee first performs compensated service; provided, however, that no employee or dependent health benefits described in Article VII of Group Policy Contract GA-23000, other than the major medical benefits described in Part J thereof, will be payable to or on behalf of an employee until the expiration of twelve months after the month during which he first performs compensated service.

Section 4. Coverage for Dependents Health Benefits

If an employee is covered immediately prior to his death with respect to an eligible dependent's health benefits described in Article VII of Group Policy Contract GA-23000, such coverage will continue with respect to those benefits until the end of the fourth month following the month in which the employee's death occurred.

Section 5. Suspended and Dismissed Employees

An employee who is suspended or dismissed from service and is thereafter awarded full back pay for all time lost as a result of such suspension or dismissal will be covered under the Plan as if he or she had not been suspended or dismissed in the first place.

Section 6. Vacation Pay

The receipt of vacation pay by a furloughed employee will not require that his or her employer make any payment to the insurer or other contribution to the Plan as to such employee and will not cause the furloughed employee to be covered under the Plan, if he or she is not for any other reason so covered, during the month following the month in which the furloughed employee receives such vacation pay.

ARTICLE VI – DENTAL BENEFITS

Section 1. Continuation of Plan

The benefits now provided under The Railroad Employees National Dental Plan, modified as provided below, will be continued subject to the provisions of the Railway Labor Act, as amended. Detailed contract language effectuating all changes in the Plan called for by this Agreement will be worked out by the National Carriers' Conference Committee with the insurer.

Section 2. Benefit Changes

The following benefit changes will be made effective as of January 1, 1982:

(a) The maximum benefit (exclusive of any benefits for orthodontia) which may be paid with respect to a covered employee or eligible dependent in any calendar year will be increased from $750 to $1,000.

(b) The maximum aggregrate benefit payable for all orthodontic treatment rendered to an eligible dependent child under the age of 19 during his or her lifetime will be increased from $500 to $750.

(c) The benefit payable with respect to the Type A dental expenses described below will be increased to 100% (from 75%) of such expenses, but only to the extent that they exceed the deductible amount, which will not be changed:

a. Routine oral examinations and prophylaxis (scaling and cleaning of teeth), but not more than once each in any period of 6 consecutive months.

b. Topical application of fluoride for dependent children, but not more than once in any calendar year.

c. Space maintainers designed to preserve the space created by the premature loss of a tooth in a child with mixed dentition until normal eruption of the permanent tooth takes place.

d. Emergency palliative treatment (to alleviate pain or discomfort).

e. Dental x-rays, including full mouth x-rays (but not more than once in any period of 36 consecutive months), supplementary bitewing x-rays (but not more than once in any period of 6 consecutive months) and such other dental x-rays as are required in connection with the diagnosis of a specific condition requiring treatment.

ARTICLE VII – EARLY RETIREMENT MAJOR MEDICAL BENEFITS

Section 1. Continuation of Plan

The benefits now provided under The Railroad Employees National Early Retirement Major Medical Benefit Plan, modified as provided below, will be continued subject to the provisions of the Railway Labor Act, as amended. Detailed contract language effectuating all changes in the Plan called for by this Agreement will be worked out by the National Carriers' Conference Committee with the insurer.

Section 2. Benefit Changes

The following benefit change will be made effective as of January 1, 1982: The maximum amount payable with respect to any retired or disabled employee covered by the Plan or to any eligible dependent of such a retired or disabled employee will be increased from $50,000 to $75,000.

ARTICLE VIII – NATIONAL HEALTH LEGISLATION

In the event that national health legislation should be enacted, benefits provided under The Railroad Employees National Health and Welfare Plan, The Railroad Employees National Early Retirement Major Medical Benefit Plan, and The Railroad Employees National Dental Plan with respect to a type of expense which is a covered expense under such legislation will be integrated so as to avoid duplication, and the parties will agree upon the disposition of any resulting savings.

ARTICLE IX – SUPPLEMENTAL SICKNESS

Effective January 1, 1982, the June 22, 1979 Supplemental Sickness Benefit Agreement shall be amended so that for periods of disability commencing on or after January 1, 1982, the monthly benefits provided under such plan shall be adjusted so as to restore the same ratio of benefits to rates of pay as existed on January 1, 1979 under the terms of that Agreement.

Section 4 of the June 22, 1979 Agreement shall be revised in accordance with the following:

	Per Hour	**Per Month**
Class I Employees Earning	$11.64 or more	$2025 or more
Class II Employees Earning	$ 9.83 or more but Less than $11.64	Less than $2025 but more than $1710
Class III Employees Earning	Less than $ 9.83	Less than $1710

Basic and Maximum Benefit Amount Per Month				
Effective		**Basic**	**RUIA**	**Maximum**
January 1, 1982	Class I	$698	$544	$1242
through	Class II	682	544	1226
June 30, 1982	Class III	621	544	1165
Effective		**Basic**	**RUIA**	**Maximum**
July 1, 1982	Class I	$806	$544	$1350
through	Class II	682	544	1226
December 31, 1982	Class III	621	544	1165
Effective		**Basic**	**RUIA**	**Maximum**
January 1, 1983	Class I	$844	$544	$1388
through	Class II	682	544	1226
June 30, 1983	Class III	621	544	1165
Effective		**Basic**	**RUIA**	**Maximum**
July 1, 1983	Class I	$903	$544	$1447
through	Class II	682	544	1226
June 30, 1984	Class III	621	544	1165

ARTICLE X – PERSONAL LEAVE

Section 1

A maximum of two days of personal leave will be provided on the following basis:

Employees who have met the qualifying vacation requirements during eight calendar years under vacation rules in effect on January 1, 1982 shall be entitled to one day of personal leave in subsequent calendar years;

Employees who have met the qualifying vacation requirements during seventeen calendar years under vacation rules in effect on January 1, 1982 shall be entitled to two days of personal leave in subsequent calendar years.

Section 2

(a) Personal leave days provided in Section 1 may be taken upon 48 hours' advance notice from the employee to the proper carrier officer provided, however, such days may be taken only when consistent with the requirements of the carrier's service. It is not intended that this condition prevent an eligible employee from receiving personal leave days except where the request for leave is so late in a calendar year that service requirements prevent the employee's utilization of any personal leave days before the end of that year.

(b) Personal leave days will be paid for at the regular rate of the employee's position or the protected rate, whichever is higher.

(c) The personal leave days provided in Section 1 shall be forfeited if not taken during each calendar year. The carrier shall have the option to fill or not fill the position of an employee who is absent on a personal leave day. If the vacant position is filled, the rules of the agreement applicable thereto will apply. The carrier will have the right to distribute work on a position vacated among other employees covered by the agreement with the organization signatory hereto.

Section 3

This Article shall become effective thirty (30) days after the date of this Agreement except on such carriers where the organization representative may elect to preserve existing local rules or practices pertaining to personal leave days and so notifies the authorized carrier representative on or before such effective date.

ARTICLE XI – ENTRY RATES

Article VI of the July 27, 1978 National Agreement and all other local rules governing entry rates are eliminated and the following provisions are applicable:

Section 1 — Service First 24-Months

Employees entering service on and after the effective date of this Article shall be paid as follows for all service performed within the first twenty-four (24) calendar months of service:

(a) For the first twelve (12) calendar months of employment, new employees shall be paid 85% of the applicable rates of pay (including COLA) and for the second twelve (12) calendar months of employment, new employees shall be paid 92% of the applicable rates of pay (including COLA). However, an employee promoted to a higher class shall not be paid at a rate of pay lower than the rate he would have been paid had he remained in the lower class.

(b) When an employee has completed a total of twenty-four (24) calendar months of employment in any signal craft position (or combination thereof) the provisions of sub-paragraph (a) above will no longer be applicable. Employees who have had a signal craft employment relationship with the carrier and are rehired in a signal craft position will be paid at the full applicable rate after completion of a total of twenty-four (24) calendar months combined employment.

(c) Employees who have had a signal craft employment relationship with a carrier and are subsequently hired by another carrier in a signal craft position after the date of the Agreement shall be covered by this Article, as amended. However, such employees will receive credit toward completion of the entry rate requirement for compensated service performed in such craft provided that such compensated service last occurred within one year from the date of re-employment.

(d) Any calendar month in which an employee does not render compensated service due to voluntary absence, suspension, or dismissal shall not count toward completion of the twenty-four (24) month period.

(e) The reduced rates provided by this Article are not applicable to apprentices (assistants) or employees of the rank of signal mechanic (other than upgraded) or above.

Section 2 — Preservation of Lower Rates

Agreements which provide for training or entry rates that are lower than those provided for in Section 1 are preserved. However, if such agreements provide for payment at a lower rate for less than the first twenty-four (24) calendar months of actual service, Section 1 of this Article will be applicable during any portion of that period in which such lower rate is not applicable.

This Article shall become effective fifteen (15) days after the date of this Agreement except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representative on or before such effective date.

ARTICLE XII – CHANGES OF RESIDENCE DUE TO TECHNOLOGICAL, OPERATIONAL OR ORGANIZATIONAL CHANGES

Insofar as applicable to the employees covered by this Agreement, Article VIII of the Agreement of November 16, 1971 is amended, effective January 1, 1982, to read as follows:

> When a carrier makes a technological, operational, or organizational change requiring an employee to transfer to a new point of employment requiring him to move his residence, such transfer and change of residence shall be subject to the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement, notwithstanding anything to the contrary contained in said provisions, except that the employee shall be granted 5 working days instead of "two working days" provided in Section 10(a) of said Agreement; and in addition to such benefits the employee shall receive a transfer allowance of $400. Under this provision, change of residence shall not be considered "required" if the reporting point to which the employee is changed is not more than 30 miles from his former reporting point.
>
> NOTE: The above paragraph applies not only to the employee who is initially displaced under the circumstances described but also to any other employee who is subsequently displaced under the circumstances described and is required to move his residence.

ARTICLE XIII – PROCEDURES FOR HANDLING NOTICES OR PROPOSALS NOT BARRED BY THIS AGREEMENT OR LOCAL AGREEMENTS.

Notices or proposals not barred by this Agreement, or by local agreements, served pursuant to the Railway Labor Act by or on individual carriers which are pending on the effective date of this Agreement and any such new notices or proposals served by or on individual carriers subsequent to the effective date of this Agreement shall be handled in accordance with the terms of the Railway Labor Act, as amended, subject to the procedures outlined below:

(i) Such notices, except those previously progressed to mediation, will not be progressed to mediation for a minimum of 90 calendar days following the date of initial conference on the notice(s) or the date of this Agreement whichever is later, so as to afford the parties an opportunity to reach an agreement in direct negotiations.

(ii) With respect to notices progressed to mediation, except those on which mediation has terminated as of December 8, 1981, the parties will urge the National Mediation Board to conduct mediation for a minimum of 90 calendar days from the date the notice was docketed by the National Mediation Board or the date of this Agreement, whichever is later. Notices subject to paragraphs (i) or (ii) as well as notices on which mediation has terminated prior to or as of December 8, 1981 will be subject to all of the procedures of paragraphs (iii), (iv) and (v) hereafter.

(iii) At any time after the National Mediation Board has advised the parties that it is considering a proffer of arbitration the notices involved in that dispute may be submitted at the request of either party to an Advisory Fact-Finding Panel consisting of six (6) members, two (2) to be selected by the organization, two (2) to be selected by the carrier and two (2) public members to be selected by mutual agreement of the parties and appointed by the National Mediation Board. The appointment of the public members shall be made within ten (10) calendar days of the date of request. If the parties cannot agree upon the selection of the two (2) public members, the Mediation Board shall make such selection. The Advisory Fact-Finding Panel shall investigate promptly the facts as to the dispute and make a written report to the parties, setting forth advisory recommendations for resolution of the dispute. Such report shall be issued within sixty (60) calendar days from the date of the appointment of the two (2) public members. The time limit for issuing the report may be extended by agreement between the organization and carrier members of the Panel. However, in the event the carrier and organization members are unable to agree on an extension of time, the public members may extend the time limit on their own motion for one (1) additional thirty (30) calendar day period. The procedures and manner of investigation of the Fact-Finding Panel shall be established by the Panel.

(iv) Following the issuance of the report of the Advisory Fact-Finding Panel, negotiations and/or mediation will resume for a period of not less than 60 calendar days from the date the report was issued.

(v) If the dispute is not resolved as set forth above and has not been submitted to arbitration, then any time following 60 calendar days from issuance of the Advisory report set forth in (iv) above or after the Mediation Board has terminated its services, whichever is later, either party to the dispute may serve a 30-day written notice to the other that peaceful efforts have failed to resolve the dispute. Thereafter the dispute may be progressed to a conclusion under the Railway Labor Act.

ARTICLE XIV – GENERAL PROVISIONS

Section 1 — Court Approval

This Agreement is subject to approval of the courts with respect to participating carriers in the hands of receivers or trustees.

Section 2 — Effect of this Agreement

(a) This Agreement is in settlement of the dispute growing out of notices served on the carriers listed in Attachment A on or about January 2, 1981 (wage-fringe benefit notice), March 1, 1981 (health and welfare) and April 2, 1981 (supplemental sickness benefit) and the proposals served on or about January 5, 1981 by the carriers for concurrent handling therewith and shall be construed as a separate agreement by and on behalf of each of said carriers and its employees represented by the organization signatory hereto, and shall remain in effect through June 30, 1984 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(b) Except as provided in paragraphs (c) and (d), no party to this Agreement shall serve or progress, prior to April 1, 1984 (not to become effective before July 1, 1984), any notice or proposal which relates to the subject matters of the provisions of this Agreement or which proposes matters covered by the organization's notices specified in paragraph (a) above and any proposals in pending notices relating to such subject matters are hereby withdrawn.

(c) During the term of this Agreement, pending proposals not barred by local agreements covering the following subject matters need not be withdrawn and new proposals not barred by local agreements covering such subject matters may be served; however, such pending or new proposals shall be handled on a local basis in accordance with the provisions of Article XIII of the National Agreement:

> Item III — Travel Time and Travel Expenses and Item XVI — Reprinting of Agreements of Attachment B to the organization's notice dated January 2, 1981.

(d) Item XIV — Official and Excepted Positions — Seniority of Attachment B to the organization's notice dated January 2, 1981 is excepted from the provisions of this Article and Article XIII and such proposal may continue to be handled on a national basis without prejudice to the legal position of either party.

(e) During the term of this Agreement, pending or new proposals covering subject matters not specifically dealt with in the above paragraphs of this Article may be progressed in accordance with the provisions of Article XIII.

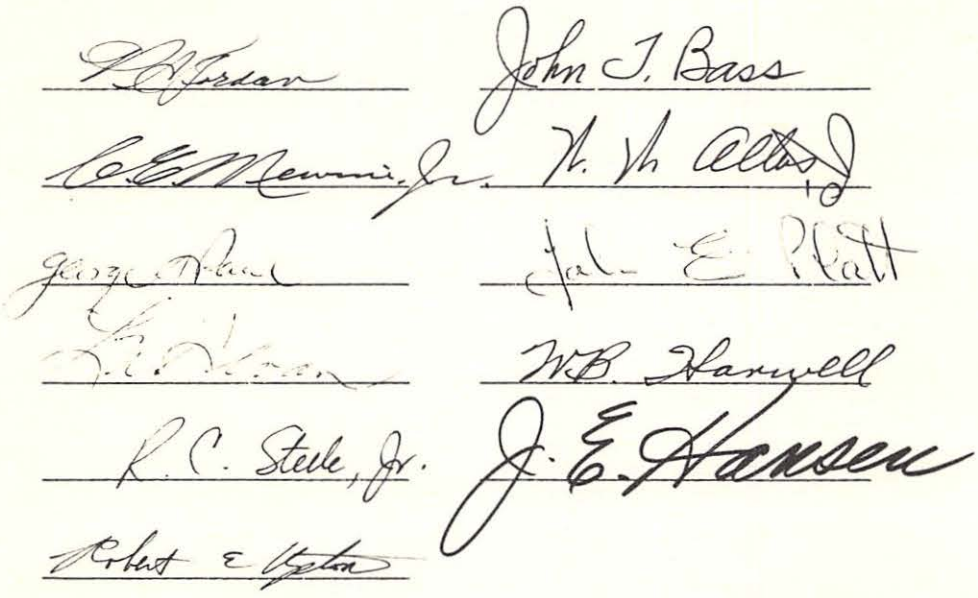
(f) This Article will not bar management and committees on individual railroads from agreeing upon any subject of mutual interest.

ARTICLE XV – EFFECTIVE DATE OF AGREEMENT

The date of the Organization's notification to the Carriers that the Agreement has been ratified shall be considered the date of this Agreement and the date of execution of this Agreement.

SIGNED AT WASHINGTON, D.C. THIS 8TH DAY OF JANUARY, 1982

FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT A:	FOR THE EMPLOYEES REPRESENTED BY THE BROTHERHOOD OF RAILROAD SIGNALMEN:
Chairman	



NATIONAL RAILWAY LABOR CONFERENCE
1901 L STREET, N.W. WASHINGTON, D.C. 20036/AREA CODE 202—862-7200

CHARLES I. HOPKINS, Jr.
Chairman

ROBERT BROWN
Vice Chairman

D. P. LEE
General Counsel

R. T. KELLY
Director of Labor Relations

January 8, 1982

Mr. R. T. Bates
President
Brotherhood of Railroad Signalmen
601 West Golf Road
Mt. Prospect, Illinois 60056

Dear Mr. Bates:

This confirms our understanding that the parties agree to refrain from the exercise of their respective self-help rights with respect to Item XIV - Official and Excepted Positions -- Seniority of Attachment B to the organization's notice dated January 2, 1981 and to notices progressed under the procedures of Article XIII, except upon thirty days' advance written notice served on or after July 1, 1984.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I concur:

R. T. Bates

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General Counsel

R. T. KELLY
Director of Labor Relations

January 8, 1982

Mr. R. T. Bates
President
Brotherhood of Railroad Signalmen
601 West Golf Road
Mt. Prospect, Illinois 60056

Dear Mr. Bates:

This will confirm our discussions during the negotiations of the January 8, 1982 National Agreement that the increases in wages produced by application of the cost-of-living allowances, pursuant to the provisions of Article II of the National Agreement, shall be applied in the same manner as in the past.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I concur:

R. T. Bates

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R. T. KELLY
Director of Labor Relations

January 8, 1982

Mr. R. T. Bates
President
Brotherhood of Railroad Signalmen
601 West Golf Road
Mt. Prospect, Illinois 60056

Dear Mr. Bates:

This refers to the discussion during negotiation of Article XI - Entry Rates - of the January 8, 1982 National Agreement in connection with coverage of upgraded signalmen and signal maintainers.

This confirms our understanding that entry rates do not apply to assistant signalmen or other employees while in a training program already containing step rates during specified periods of training, nor to such employees who are forced by agreement rules to accept positions as signalmen or signal maintainers before completion of such program.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I concur:

R. T. Bates

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R. T. KELLY
Director of Labor Relations

January 8, 1982

Mr. R. T. Bates
President
Brotherhood of Railroad Signalmen
601 West Golf Road
Mt. Prospect, Illinois 60056

Dear Mr. Bates:

This will confirm our understanding concerning the granting of an additional holiday, the day after Thanksgiving Day, (Article IV of the January 8, 1982 National Agreement) that an employee who performs service on the day after Thanksgiving Day on a monthly rated position, the rate of which is predicated on an all-service performed basis, shall receive eight hours' pay at the equivalent straight time rate, or payment as required by any local rule for holiday work, whichever is greater. Any local rules or practices governing availability on the assigned rest day of such employee will also apply to the day after Thanksgiving Day.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I concur:

R. T. Bates

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General Counsel

R. T. KELLY
Director of Labor Relations

January 8, 1982

Mr. R. T. Bates
President
Brotherhood of Railroad Signalmen
601 West Golf Road
Mt. Prospect, Illinois 60056

Dear Mr. Bates:

The following examples are intended to demonstrate the intention of the parties concerning application of the qualifying requirements set forth in Article X - Personal Leave of the January 8, 1982 National Agreement:

Example No. 1

Employee "A" was hired during the calendar year 1974 and rendered compensated service on a sufficient number of days in such year to qualify for a vacation in the year 1975. He also rendered compensated service on the required number of days in the years 1976 through 1981, but not during the year 1975.

This employee would not be entitled to one day of personal leave in the year 1982 because of not having met the qualifying vacation requirements during eight calendar years prior to January 1, 1982.

Example No. 2

Employee "B" also was hired during the calendar year 1974 and rendered compensated service on a sufficient number of days in such year to qualify for a vacation in the year 1975. He also rendered compensated service on the required number of days in each of the years 1975 through 1981.

This employee would be entitled to one day of personal leave in the year 1982 by virtue of having met the qualifying vacation requirements during eight calendar years prior to January 1, 1982.

Example No. 3

Employee "C" was hired during the calendar year 1973 and rendered compensated service on a sufficient number of days in such year to qualify for a vacation in the year 1974. He also rendered compensated service on the required number of days in the years 1974 through 1980, but not during the year 1981.

This employee, despite the fact that he did not render compensated service on the required number of days in the year 1981, would be entitled to one day of personal leave in the year 1982 by virtue of having met the qualifying vacation requirements during eight calendar years prior to January 1, 1982.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I concur:

R. T. Bates

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Director of Labor Relations

January 8, 1982

Mr. R. T. Bates
President
Brotherhood of Railroad Signalmen
601 West Golf Road
Mt. Prospect, Illinois 60056

Dear Mr. Bates:

During the negotiations leading to the January 8, 1982 National Agreement, the parties agreed to revise Article VIII of the November 16, 1971 National Agreement, entitled Changes of Residence Due To Technological, Operational or Organizational Changes, by inserting a note at the end of that Article.

The purpose of the note was to ensure that when a change of the type described by the Article occurs all employees who are required to transfer to a new point of employment which require them to move their residence will receive the benefits provided in the Article. In the past, on some occasions Article VIII of the November 16, 1971 Agreement had been interpreted so as to apply only to the first person required to move under these conditions and not to other persons who were similarly required to move as part of the multiple displacement process that changes such as these may bring about.

In discussing this revision, the parties exchanged various proposals and drafts before agreeing to the language that appears in the note. It is our mutual understanding that none of these proposals and drafts will be used by any party for any purpose and that the Article will be interpreted solely on the basis of the language contained therein and the illustrations provided in the following examples:

Example No. 1

The position of Employee "A" is abolished because of a technological, operational, or organizational change initiated by the carrier. In the exercise of his seniority, it is necessary for Employee "A" to displace Employee "B" at a new point of employment requiring Employee "A" to move his residence. In the exercise of his seniority, it is necessary for Employee "B" to displace Employee "C" at a new point of employment requiring Employee "B" to move his residence.

In this type of a situation, the provisions of Article XII would be applicable to both Employee "A" and Employee "B".

Example No. 2

The position of Employee "A" is abolished because of a technological, operational, or organizational change initiated by the carrier and he displaces Employee "B" at the same point of employment. In the exercise of his seniority, it is necessary for Employee "B" to displace Employee "C" at a new point of employment requiring Employee "B" to move his residence and it is necessary for Employee "C" to displace Employee "D" at a new point of employment requiring Employee "C" to move his residence.

In this type of a situation, the provisions of Article XII would be applicable to both Employee "B" and Employee "C".

Example No. 3

The position of Employee "A" is abolished because of a technological, operational, or organizational change initiated by the carrier and he displaces Employee "B" at the same point of employment. In the exercise of his seniority, it is necessary for Employee "B" either to displace Employee "C" at a new point of employment or bid on a vacancy, in either case requiring Employee "B" to move his residence.

In this type of a situation, the provisions of Article XII would be applicable to Employee "B" in either case.

- - - - - -

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I concur:

R. T. Bates

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General Counsel

R. T. KELLY
Director of Labor Relations

January 8, 1982

Mr. R. T. Bates
President
Brotherhood of Railroad Signalmen
601 West Golf Road
Mt. Prospect, Illinois 60056

Dear Mr. Bates:

This has reference to our discussions concerning the holiday provisions of the January 8, 1982 National Agreement which provide, effective with the year 1983, for the addition of the day after Thanksgiving Day and the substitution of New Year's Eve (the day before New Year's Day is observed) for Veterans Day.

The purpose was to provide eleven recognized national holidays.

If on any local property a holiday substitution has been agreed to whereby a day other than Veterans Day has been substituted for Veterans Day or the day after Thanksgiving Day or New Year's Eve have been substituted for one of the ten recognized national holidays, the parties shall confer locally to determine the appropriate eleven days that shall be recognized as holidays under the National Holiday Agreement, as amended.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I concur:

R. T. Bates

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Director of Labor Relations

January 8, 1982

Mr. R. T. Bates
President
Brotherhood of Railroad Signalmen
601 West Golf Road
Mt. Prospect, Illinois 60056

Dear Mr. Bates:

This will confirm our discussions during the negotiations of the January 8, 1982 National Agreement concerning situations where adequate compensation is not produced for certain monthly rated positions by reason of the occupants thereof being required to work excessive hours. It was understood that, notwithstanding the provisions of Article XIV of the January 8, 1982 National Agreement, in situations of this nature the salary for such positions may be taken up for adjustment.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I concur:

R. T. Bates

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R. T. KELLY
Director of Labor Relations

January 8, 1982

Mr. R. T. Bates
President
Brotherhood of Railroad Signalmen
601 West Golf Road
Mt. Prospect, Illinois 60056

Dear Mr. Bates:

This will confirm our discussions during the negotiations of the January 8, 1982 National Agreement that the withdrawal of Article XIX of the Attachment B of the Organization's proposal dated January 2, 1981, entitled "Employee Safety" does not preclude the organization from handling what might be considered unsafe working conditions on individual railroads within the peaceful procedures of the Railway Labor Act.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I concur:

R. T. Bates

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General Counsel

R. T. KELLY
Director of Labor Relations

January 8, 1982

Mr. R. T. Bates
President
Brotherhood of Railroad Signalmen
601 West Golf Road
Mt. Prospect, Illinois 60056

Dear Mr. Bates:

This confirms our understanding that the provisions of Article VI - Entry Rates of the July 27, 1978 National Agreement or local rules or practices pertaining to this subject shall continue to apply to employees covered by such rules hired before January 23, 1982.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I concur:

R. T. Bates

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R. T. KELLY
Director of Labor Relations

January 8, 1982

Mr. R. T. Bates
President
Brotherhood of Railroad Signalmen
601 West Golf Road
Mt. Prospect, Illinois 60056

Dear Mr. Bates:

This refers to Article XIII of the January 8, 1982 National Agreement, which describes the procedures for handling notices not otherwise barred by the moratorium provision of that Agreement.

During the recent negotiations, you recognized that a number of the items included in the organization's national notice had been previously resolved on most carriers by local handling; however, due to the lack of progress on some carriers and your belief that the moratorium provisions contained in the last national agreement precluded you from getting appropriate attention in some of these areas, you felt it necessary to pursue such matters on a national basis. We pointed out our reluctance to address on a national basis subjects that were clearly more appropriate for handling locally and which, for the most part, had been satisfactorily handled on that basis in the past.

In order to emphasize the importance that such subjects be appropriately considered on a local basis the parties fashioned the provisions covered in Article XIII of the National Agreement. Furthermore, the National Carriers' Conference Committee is agreeable to meeting with representatives of the Brotherhood of Railroad Signalmen from time to time during the term of the National Agreement for the purpose of reviewing the progress that has been made in dealing with such matters.

The parties anticipate that these procedures will afford a reasonable basis for the elimination of the problems that you have cited.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I concur:

R. T. Bates

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R. T. KELLY
Director of Labor Relations

January 8, 1982

Mr. R. T. Bates
President
Brotherhood of Railroad Signalmen
601 West Golf Road
Mt. Prospect, Illinois 60056

Dear Mr. Bates:

A committee shall be established by the Joint Policyholders consisting of an equal number of organization and carrier representatives for the purpose of continuing exploration of ways to contain or decrease the costs of maintaining the National Health and Welfare Plan without decreasing the benefits or services that the plan provides. In pursuing cost containment measures the committee will be authorized to obtain and/or develop whatever information is necessary in order to determine where the Plan is incurring unnecessary or excessive expenses. The committee shall make such recommendations as it deems appropriate for implementing any of its findings.

The committee is also authorized to investigate and recommend the implementation of new experimental programs on a community or other basis for the purpose of determining whether existing benefits can be provided in ways which may reduce costs to the Plan while at the same time preserving the services currently provided.

In addition, the committee may consider and recommend alternatives to the current Joint Policyholder arrangement, and consider and recommend submitting the Plan to competitive bidding; and in this process identify insurers that are fit and able to provide the services necessary in connection with the Plan, the selection criteria and the bid specifications.

It is understood that the committee shall be empowered to make recommendations to the Joint Policyholders and that any action on the recommendations shall be taken only upon instruction of the Joint Policyholders.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I concur:

R. T. Bates

NATIONAL RAILWAY LABOR CONFERENCE

1901 L STREET, N.W. WASHINGTON, D.C. 20036/AREA CODE 202—862-7200

CHARLES I. HOPKINS, Jr.
Chairman

ROBERT BROWN
Vice Chairman

D. P. LEE
General Counsel

R. T. KELLY
Director of Labor Relations

January 8, 1981

Mr. R. T. Bates
President
Brotherhood of Railroad Signalmen
601 West Golf Road
Mt. Prospect, Illinois 60056

Dear Mr. Bates:

This is to confirm our understanding that the proposals served by the railroads generally on or about January 5, 1981 for concurrent handling with the organization's proposals served at various times during 1981 are hereby withdrawn and that such proposals shall be considered as not having been served.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I concur:

R. T. Bates

EXHIBIT A
(Signalmen)

RAILROADS REPRESENTED BY THE NATIONAL CARRIERS'S CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES, DATED ON OR ABOUT JANUARY 2, 1981, OF DESIRE TO REVISE AND SUPPLEMENT ALL EXISTING AGREEMENTS IN ACCORDANCE WITH THE PROPOSALS SET FORTH IN ATTACHMENTS "A" AND "B" THERETO, AND NOTICES, DATED ON OR ABOUT MARCH 1, 1981, OF DESIRE TO REVISE AND SUPPLEMENT EXISTING AGREEMENTS PERTAINING TO HOSPITAL, SURGICAL AND MEDICAL BENEFITS AND GROUP LIFE INSURANCE IN ACCORDANCE WITH PROPOSALS SET FORTH IN ATTACHMENT "C" THERETO, SERVED ON RAILROADS GENERALLY BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE BROTHERHOOD OF RAILROAD SIGNALMEN, AND PROPOSALS SERVED BY THE CARRIERS FOR CONCURRENT HANDLING THEREWITH.

Subject to indicated footnotes, this authorization is co-extensive with notices filed and with provisions of current schedule agreements applicable to employees represented by the Brotherhood of Railroad Signalmen.

NOTE: — This authorization is subject to the stipulation contained in Letter of Understanding dated August 19, 1960.

Akron, Canton and Youngstown Railroad Company
Alton & Southern Railway Company
#-Ann Arbor Railroad System
Atchison, Topeka and Santa Fe Railway Company
Belt Railway Company of Chicago
@-Bessemer and Lake Erie Railroad Company
*-Boston and Maine Corporation
Burlington Northern Railroad Company
#-Canadian Pacific Limited
Central of Georgia Railroad Company
Central Vermont Railway, Inc.
THE CHESSIE SYSTEM:
Baltimore and Ohio Railroad Company
Baltimore and Ohio Chicago Terminal Railroad Company
Chesapeake and Ohio Railway Company
Staten Island Railroad Corporation
Western Maryland Railway Company
Chicago & Illinois Midland Railway Company
1-Chicago and North Western Transportation Company
Chicago and Western Indiana Railroad Company
Davenport, Rock Island and North Western Railway Company
Denver and Rio Grande Western Railroad Company
Denver Union Terminal Railway Company

Detroit and Mackinac Railway Company
Detroit & Toledo Shore Line Railroad Company
Detroit, Toledo and Ironton Railroad Company
Duluth, Winnipeg & Pacific Railway Company
Elgin, Joliet and Eastern Railway Company
THE FAMILY LINES:
Seaboard Coast Line Railroad Company
Louisville and Nashville Railroad Company
Clinchfield Railroad Company
Georgia Railroad
Atlanta & West Point Railroad Company
The Western Railway of Alabama
Fort Worth and Denver Railway Company
Galveston, Houston and Henderson Railroad Company
Grand Trunk Western Railroad Company
@-Green Bay & Western Railroad Company
Houston Belt and Terminal Railway Company
Illinois Central Gulf Railroad Company
Indiana Harbor Belt Railroad Company
Joint Texas Division of the CRI&P and FW&D Railway Company
Kansas City Southern Railway Company
Louisiana & Arkansas Railway Company
Kansas City Terminal Railway Company
Kentucky & Indiana Terminal Railroad Company
#-Long Island Rail Road
Maine Central Railroad Company
Portland Terminal Company
Minnesota & Manitoba Railway Company
Missouri-Kansas-Texas Railroad Company
Oklahoma, Kansas and Texas Railroad Company
Missouri Pacific Railroad Company
Monongahela Railway Company
New Orleans Public Belt Railroad
Norfolk and Western Railway Company
Peoria and Pekin Union Railway Company
Pittsburgh & Lake Erie Railroad Company
Richmond, Fredericksburg and Potomac Railroad Company
St. Louis Southwestern Railway Company
Soo Line Railroad Company
Southern Pacific Transportation Company,
(Western Lines and Eastern Lines)
Southern Railway Company
Alabama Great Southern Railroad Company
Cincinnati, New Orleans and Texas Pacific Railway Company
Georgia Southern and Florida Railway Company
New Orleans Terminal Company
St. Johns River Terminal Company
Terminal Railroad Association of St. Louis
Texas Mexican Railway Company
Toledo, Peoria & Western Railroad Company
Union Pacific Railroad Company
@-Union Railroad Company (Pittsburgh)
Western Pacific Railroad Company

NOTES:

* — Subject to the approval of the Courts.

— Authorization excludes negotiation of the organization's notice dated January 2, 1981, and such proposals as were served by the carrier for concurrent handling therewith.

@ — Authorization excludes negotiation of the organization's notice dated March 1, 1981, and such proposals as were served by the carrier for concurrent handling therewith.

1 — Authorization excludes Signalmen in former CRI&P commuter service presently being operated by the carrier as agent for the RTA.

FOR THE CARRIERS:

FOR THE
BROTHERHOOD OF RAILROAD SIGNALMEN:

Washington, D.C.
January 8, 1982

EXHIBIT A
(Signalmen —
Supp. Sick.)

RAILROADS REPRESENTED BY THE NATIONAL CARRIERS' CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES, DATED ON OR ABOUT APRIL 2, 1981, OF DESIRE TO REVISE AND SUPPLEMENT THE SIGNALMEN'S NATIONAL SUPPLEMENTAL SICKNESS BENEFIT AGREEMENT AS SET FORTH IN ATTACHMENT "A" THERETO, SERVED ON RAILROADS GENERALLY BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE BROTHERHOOD OF RAILROAD SIGNALMEN, AND SUCH PROPOSALS AS MAY BE SERVED BY THE CARRIERS FOR THE CONCURRENT HANDLING THEREWITH.

This authorization is co-extensive with notices filed and with provisions of current schedule agreements applicable to employees represented by the Brotherhood of Railroad Signalmen.

Akron, Canton and Youngstown Railroad Company
Alton & Southern Railway Company
Ann Arbor Railroad System
Atchison, Topeka and Santa Fe Railway Company
Bangor and Aroostook Railroad Company
Belt Railway Company of Chicago
Bessemer and Lake Erie Railroad Company
*-Boston and Maine Corporation
Burlington Northern Railroad Company
Canadian Pacific Limited
Central of Georgia Railroad Company
Central Vermont Railway, Inc.
THE CHESSIE SYSTEM:
Baltimore and Ohio Railroad Company
Baltimore and Ohio Chicago Terminal Railroad Company
Chesapeake and Ohio Railway Company
Staten Island Railroad Corporation
Western Maryland Railway Company
Chicago & Illinois Midland Railway Company
1-Chicago and North Western Transportation Company
Chicago and Western Indiana Railroad Company
Davenport, Rock Island and North Western Railway Company
Denver and Rio Grande Western Railroad Company
Denver Union Terminal Railway Company
Detroit and Mackinac Railway Company
Detroit & Toledo Shore Line Railroad Company
Detroit, Toledo and Ironton Railroad Company
Duluth, Winnipeg & Pacific Railway Company
Elgin, Joliet and Eastern Railway Company
THE FAMILY LINES:
Seaboard Coast Line Railroad Company
Louisville and Nashville Railroad Company
Clinchfield Railroad Company
Georgia Railroad
Atlanta & West Point Railroad Company
The Western Railway of Alabama
Fort Worth and Denver Railway Company
Galveston, Houston and Henderson Railroad Company
Grand Trunk Western Railroad Company
Houston Belt and Terminal Railway Company
Illinois Central Gulf Railroad
Indiana Harbor Belt Railroad Company
Joint Texas Division of the CRI&P and FW&D Railway Company
Kansas City Southern Railway Company
Louisiana & Arkansas Railway Company
Kansas City Terminal Railway Company
Kentucky & Indiana Terminal Railroad Company
Maine Central Railroad Company
Portland Terminal Company
Minnesota & Manitoba Railway Company
Missouri-Kansas-Texas Railroad Company
Oklahoma, Kansas and Texas Railroad Company
Missouri Pacific Railroad Company
Monongahela Railway Company
New Orleans Public Belt Railroad
Norfolk and Western Railway Company
Peoria and Pekin Union Railway Company
Pittsburgh & Lake Erie Railroad Company
Richmond, Fredericksburg and Potomac Railroad Company
St. Louis Southwestern Railway Company
Soo Line Railroad Company
Southern Pacific Transportation Company,
(Western Lines and Eastern Lines)

Southern Railway Company
Alabama Great Southern Railroad Company
Cincinnati, New Orleans and Texas Pacific Railway Company
Georgia Southern and Florida Railway Company
New Orleans Terminal Company
St. Johns River Terminal Company
Terminal Railroad Association of St. Louis
Texas Mexican Railway Company
Toledo, Peoria & Western Railroad Company
Union Pacific Railroad Company
Union Railroad Company (Pittsburgh)
Western Pacific Railroad Company

NOTES:

* — Subject to the approval of the Courts.
1 — Authorization excludes Signalmen in the former CRI&P commuter service presently being operated by the Carrier as agent for the RTA.

FOR THE CARRIERS:

FOR THE
BROTHERHOOD OF RAILROAD SIGNALMEN:

Washington, D.C.
January 8, 1982

HOW to BUY

By Esther Margolius

Released by
Press Associates, Inc.

MAKE EMPLOYEE TAX DEDUCTIONS WORK FOR YOU

By Esther Margolius

There are a number of deductions and income adjustments you can take on your tax return for work-related expenses of the past year. The list of tax deductible expenses approved by the IRS takes into account the sums of money an individual can spend while performing his job.

A number of people find themselves in jobs or professions where they must keep abreast of late developments in their field. One example is an electronics repairman who must understand new equipment and techniques. As such, their employers may require them to take educational courses in order for them to remain with the company. Under certain circumstances, these employees may deduct some of these educational expenses.

The IRS will allow deductions if the courses to be taken:

*Meet the express requirements of your employer, or the requirements of law or regulations, for keeping your salary, status or job, if the requirements imposed serve a business purpose, or

*Maintain or improve skills required in doing your present work.

Educational expenses include amounts spent for tuition, book supplies, laboratory fees, and similar items, and certain travel and transportation costs. Educational expenses also include the cost of correspondence courses, tutoring as well as formal training and research you do as part of an educational program.

Especially important now are the deductions the Internal Revenue Service will allow to people trying to find a new job. But there is one big condition. Deductions are allowable only if you are looking for a new job in your present trade or business.

For example, a bank teller looking for a position with another bank is allowed the deductions. However, if that teller is looking for a position as an insurance salesman, his expenses are not deductible.

For those eligible, travel expenses to and from the area you are looking for the job may be deducted as an adjustment. Deductions also include the costs of typing and printing resumes as well as for mailing the copies to prospective employers.

If the new job you have found requires you to move, you may be able to deduct your moving expenses. Moving expenses, like employee's travel, gift and entertainment expenses, are adjustments in income. Remember, the moving expense must be connected with starting work at the new job location.

Within certain limits, moving expense deductions can include: traveling to the new location, moving household goods and personal items, househunting trips before you move, temporary living expenses at the new location, disposing of your former home and getting a new one.

Although a large percentage of sales and other workers are reimbursed by their companies for travel and other employment-related expenses, there are many who aren't. If you're such an employee, or if you operate a business out of your own home, these and other expenses may be deductible.

For example, if you are a salesman doing business on the road, travel expenses may be deducted as long as you can prove them. Deductible expenses include: Air, rail and bus fares; operating and maintaining your car; meals and lodging when you are away from home on business; and transportation from the place where you eat and sleep to your temporary work assignment.

However, if you want to deduct the cost of your bus ride to and from work each day, don't bother. Travel expenses don't include commuting costs. The IRS won't allow you to deduct the cost of commuting between your home and your main place of work.

Among the other job-related expenses for which you may, as an employee, be eligible for deductions, include:

- Dues to professional societies.
- Employment agency fees.
- Liquidated damages to former employer.
- Malpractice insurance premiums.
- Medical examinations required by employer.
- Small tools and supplies.
- Subscriptions to professional journals.
- Uniforms not for general use.
- Union dues and expenses.

RRB INFORMATION

Major Differences Between Railroad Retirement and Social Security

Annuities awarded under the Railroad Retirement Act are for substantially greater amounts than the benefits awarded under the Social Security Act. Railroad retirement annuities include a portion, called tier I, which is the equivalent of a social security benefit, and a second portion, tier II, which is comparable to the private industrial pensions payable over and above social security benefits. In addition, there are differences between some of the age requirements, the benefits available under the 2 systems and work restrictions.

Some of these basic differences are described in the following questions and answers.

1. **What is the approximate difference in retirement benefit amounts awarded recent retirees under the Railroad Retirement and Social Security Acts?**

For career railroad employees retiring directly from the railroad industry in fiscal year 1981, regular annuities, including 1981 cost-of-living increases, averaged about $920 a month. Monthly benefits awarded at the end of fiscal year 1981 to regularly employed workers covered under social security averaged about $530. If benefits for their spouses are added in this example, the combined benefits for the employee and spouse would approximate $1,450 under railroad retirement coverage compared to about $700 under social security coverage.

The Railroad Retirement Act also provides supplemental railroad retirement annuities of between $23 and $43, which are payable to employees who retire directly from the industry with 25 or more years of service. Adding a supplemental annuity to the railroad family's benefit increases total benefits to over $1,475 a month.

2. **Are the benefits awarded to recent retirees generally greater than the benefits payable to those who retired years ago?**

Yes. Under both railroad retirement and social security, the benefits awarded recent retirees are generally greater than the benefits payable to those who retired years ago, primarily because recent awards are based on higher average earnings. The average age retirement benefit paid at the end of fiscal year 1981 to retired employees on the Board's rolls was $580 compared to $385 under social security. Spouse benefit payments averaged $250 under railroad retirement compared to $185 under social security.

3. **How do disability awards to employees compare?**

Disabled railroad workers retiring directly from the railroad industry in fiscal year 1981 received about $810 a month on the average, including the July 1981 cost-of-living increase, compared to about $430 a month for disabled workers under social security.

Under both railroad retirement and social security coverage, benefits are payable to workers who are totally disabled. The Railroad Retirement Act also provides disability benefits to career employees who are disabled for work in their regular railroad occupation, even though not totally disabled. The Social Security Act requires a 5-month waiting period before benefits are payable, while disability benefit payments under railroad retirement can be effective with the first month an employee is disabled.

4. **What are the highest amounts recent retirees could receive?**

The maximum monthly amount payable to an employee and spouse at the end of calendar year 1981 was about $1,660 under the Railroad Retirement Act, compared to about $1,100 under the Social Security Act. This example is based on a rail employee who began work in 1937 and continuously earned the maximum creditable toward retirement benefits each year through 1981. For example, under both systems, annual earnings up to $3,600 were creditable in 1951, while annual earnings up to $29,700 were creditable for 1981. Very few employees earn the maximum amount creditable each year throughout their careers, so these maximum benefits are payable to relatively few families.

5. **Can railroaders retire at earlier ages than workers under social security?**

Railroad employees with less than 30 years of service, and their spouses, can receive annuities at age 65, or at age 62 with an early retirement reduction. These age requirements are the same as under social security. But, railroad employees with 30 or more years of service, and their spouses, can receive railroad retirement annuities at age 60, without an early retirement reduction.

6. **Does social security offer any benefits which are not available under railroad retirement?**

Social security does pay certain types of benefits which are not available under railroad retirement. For example, if an employee is disabled before retirement age and his wife is caring for minor or disabled children, social security pays additional benefits to the family members. However, the Railroad Retirement Act includes a spcial minimum guarantee provision, which insures that an employee's benefits will at least equal the amount that would be payable to the family under social security. Therefore, if a retired rail employee's family includes persons who would otherwise qualify under social security, the retired rail employee's annuity would be increased to reflect what social security would pay the family, unless the annuity is already greater than that amount.

7. **How do railroad retirement and social security survivor benefits differ?**

Survivor benefits are generally higher if payable by the Board rather than social security. Survivor benefits awarded by the Board to widows and widowers of railroaders in fiscal year 1981 averaged $470 a month, compared to about $340 under social security.

Both the railroad retirement and social security systems provide a lump-sum death benefit to help pay burial expenses. But, the railroad retirement lump-sum benefit is generally payable only if survivor annuities are not immediately due upon an employee's death, while the social security lump-sum benefit may be payable regardless of whether monthly benefits are also due. Under social security law, the lump-sum benefit is $255, while under railroad retirement the lump sum can be over $1,100 if the employee had completed 10 years of service before 1975.

The railroad retirement system also provides a residual lump-sum death payment which, in effect, insures that the railroad family receives at least as much in benefits as the employee paid in railroad retirement taxes before 1975. Reductions are made for any retirement benefit paid based on the deceased employee's railroad credits and for any survivor benefits paid by either the Board or the Social Security Administration. In general, if an employee had received railroad retirement benefits for a few years before death, the benefit payments would be greater than the railroad retirement taxes the employee paid; consequently, a residual benefit would not be payable.

8. **How do work restrictions differ between the 2 systems?**

Under both railroad retirement and social security, retirement benefits may be reduced if an employee works after retirement. In 1982, a reduction of $1 in retirement benefits is made for every $2 earned over $6,000 for those age 65-71 and over $4,440 for those under age 65. Under social security, the entire benefit is subject to reduction; under railroad retirement, only a portion of employee and spouse annuities is subject to work reductions. Under both systems, the entire amount of survivor benefits is subject to work reductions. Special restrictions apply under both systems to any earnings by disabled workers.

The railroad retirement system requires that an employee or spouse actually retire, that is, stop working for the last employer before retirement. Railroad retirement benefits are not payable for any month an annuitant works for a railroad, and employee and spouse annuities are not payable for any month the annuitant works for the last pre-retirement employer. Under social security, an individual is not required to stop working for the last pre-retirement employer to receive benefits.

9. **How do railroad retirement and social security taxes compare?**

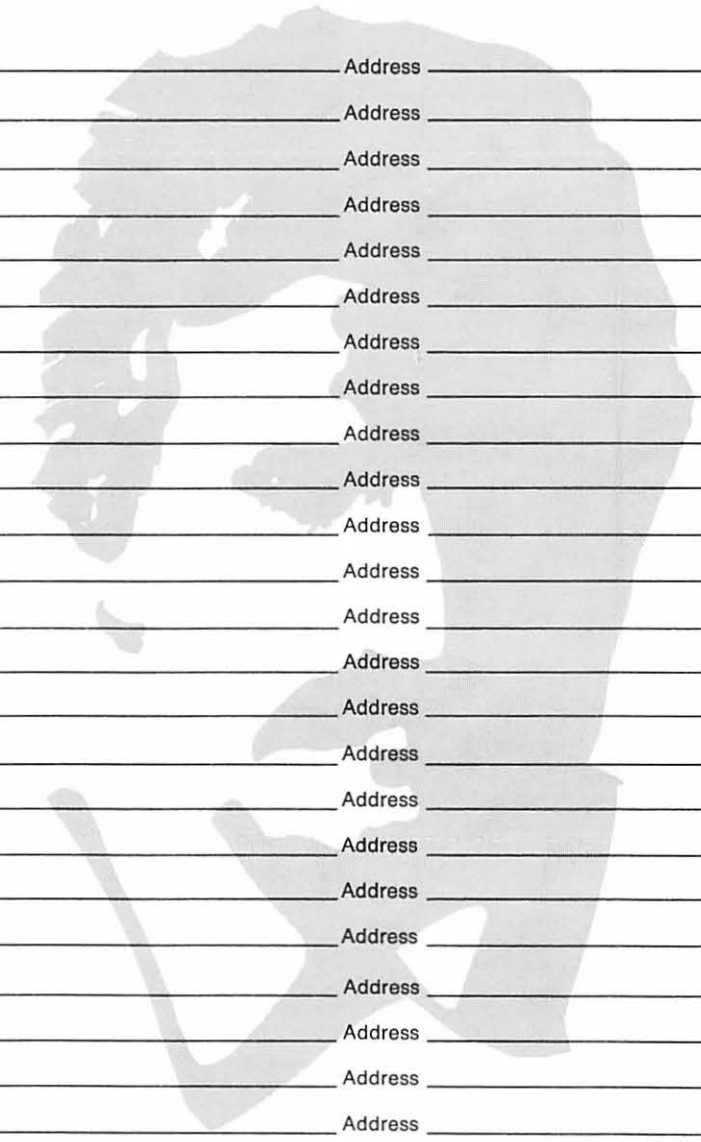
Historically, railroad retirement taxes have been considerably higher than social security taxes. In 1969 and 1970, they were almost twice as high as social security taxes. These higher railroad retirement taxes were required to finance the higher benefits payable under railroad retirement. While railroad retirement taxes on employees were reduced to the same rate paid by workers under social security in 1973, the taxes on railroad employers were increased to pick up the difference, so that the combined rate remained much higher than the combined rate on social security covered work.

The 1981 amendments to the Railroad Retirement Act substantially increased railroad retirement taxes on both employers and employees. In 1982, workers under both railroad retirement and social security pay retirement taxes of 6.7% on earnings up to $32,400 a year. Both railroad and social security covered employers match these retirement taxes. However, railroad employees also pay an additional 2% tax on earnings up to $24,300 a year, while their employers pay additional retirement taxes of 11.75% on earnings up to $24,300 a year. Railroad employers also currently pay a separate 17¢ per work-hour tax to finance the railroad retirement supplemental annuity program.

To the Polish Government

We, the undersigned, demand that you

- ✔ **Abolish martial law**
- ✔ **Release all detainees**
- ✔ **Resume good faith negotiations with Solidarnosc, based on the principles of the Gdansk Agreement**



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Name _____ Address _____

Name _____ Address _____

Name _____ Address _____

Organization _____

Forward to:

Embassy of Poland
2640 16th Street, N.W.
Washington, D.C. 20009

Or

AFL-CIO
815 16th Street, N.W., Room 809
Washington, D.C. 20006

Recent Legislation Taxes Supplemental Sickness Benefits

Legislation enacted by Congress will require that disability benefit payments made on or after May 1, 1981, be reported to the IRS. The employee is to be furnished with a W-2 form showing the amount of benefits paid in a calendar year.

Provident Life and Accident Insurance Company, administrator of the Supplemental Sickness plan, has advised, "in compliance with this new law, a W-2 form will be mailed to each employee prior to January 31, 1982, which will show the amount of supplemental sickness benefits paid during the period May 1, 1981 through December 31, 1981."

In addition, Railroad Retirement Tier I tax will be withheld from supplemental sickness benefits and RUIA benefits effective January 1, 1982.

AFL-CIO PLEDGES FULL SUPPORT TO POLAND'S SOLIDARITY

Within hours of the announcement of martial law in Poland, Kirkland and the AFL-CIO were in touch with the Administration, the State Dept., the ILO, ICFTU, and other agencies, making the strongest representations in behalf of the Polish workers.

At a rally at AFL-CIO headquarters, Federation Sec.-Treas. Thomas R. Donahue vowed: "We're going to continue to expend our energies to mount a support campaign in the western world to let the world remember and know of the struggle of the Polish workers and their current plight."

In addition to the Washington rally, the AFL-CIO quickly organized demonstrations in major cities across the United States.

At the Washington rally, some 400 Solidarity supporters stood and cheered as Polish refugee Tadeusz Walendowski warned that the Polish government, "by making Solidarity illegal . . . is trying to make illegal the Polish nation. Such an action should be, and will be, opposed by virtually all Poles, no matter if they are in Poland or abroad."

Walendowski, executive director of the Poland Watch Center, which plays an ad hoc role in coordinating the activities of Polish-American organizations in the United States, read a statement of the Committee in Support of Solidarity signed by leading Polish and Polish-American intellectuals, appealing to "every democratic government, and to all those who believe in the Polish people's right to basic freedoms, immediately to halt all transactions, economic and other, with Poland until every member of Solidarity is freed."

Msgr. George G. Higgins of Catholic University, who delivered Kirkland's message to Solidarity's first national congress in September after the AFL-CIO president was denied a visa to enter Poland, said that he came away from the Gdansk meeting convinced that "the one, great notable virtue of the people in Solidarity, and of the Polish people in general, is their courage," and he admonished those who are ready to count out the Polish labor federation to think again.

Solidarity "is not finished, and it will not be finished," Higgins said. "It speaks for most of the people of Poland. The government does not. Solidarity includes at least a million members of the Communist Party out of three or four million."

AFL-CIO Vice President Martin J. Ward, chairman of the federation's Committee on International Affairs, said the creation of Solidarity — the first trade union movement anywhere in the Soviet empire — was a profound embarrassment to the ruling communists in Poland.

"The fact that the workers of Poland felt themselves compelled to create a new trade union movement to defend their interests is a vindication of the longstanding AFL-CIO position that the official unions in communist countries do not represent workers but are the instruments of the totalitarian state," Ward charged.

In closing remarks, Donahue noted that all the gains Solidarity has amassed since the historic workers' revolt in August 1980 are threatened by the imposition of martial law. Today, all of the union's glowing future "hangs in the balance," as the Polish government's resort to repression deepens, he warned.

Donahue also lashed out at media commentators who have pictured Solidarity as the culprit in the current confrontation with the Polish authorities.

"That is sheer nonsense," he said. "Solidarity has demonstrated a degree of great sophistication about its bargaining tactics and a patience and a willingness to compromise that few in the western democracies or in the East European dictatorship expected. . . . The government's provocations, on the other hand, have surely not shown the same degree of flexibility. The threat to pass a law banning strikes and further regulating trade union activity were indeed the final straws — not the other way around."

UNION PUBLICATIONS FACE STAGGERING JUMP IN POSTAGE COSTS

Union journals and other non-profit publications face a staggering increase in costs Jan. 10 when a Postal Service decision forced by the Reagan Administration's demands for stiff budget cuts will nearly double their postage rates.

At a special meeting, the USPS Board of Governors voted to bring nearly all "preferred" rates immediately up to levels that would not otherwise have taken effect until 1987.

Rates would have been increased in a series of steps over that period in a phase rate schedule set up under the Postal Reorganization Act as a way of easing the impact of rate hikes on non-profit organizations.

The Board of Governors said it was forced to act "as a result of congressional cuts in Postal Service appropriations."

In a continuing budget resolution approved Dec. 15 and signed by the President, Congress cut the Postal Service appropriations from $800 million to $614 million, including funds that would have reimbursed USPS for the "revenue foregone" by the agency for handling non-profit mailings at rates below its actual costs.

The new rates substantially increase those announced by the Board of Governors as recently as Nov. 1, 1981. The only exceptions allowed for by Congress in appropriating funds were for fourth-class library rates and second-class in-county rates. These rates were increased to levels originally due in 1984.

The International Labor Press Association of the AFL-CIO, which had been fighting to maintain the phased-rate schedule, is urging labor publications to step up efforts to use the presortation discounts now available to non-profit mailers as a way of offsetting the impact of the increases.

The discounts, won for the non-profit press largely through ILPA's participation in cases before the Postal Rate Commission, permit mailers to pay lower rates in return for sorting and bundling mail to several zip code levels and, in the case of many larger mailers, to USPS carrier route levels.

The ILPA pointed out that while the failure of Congress to resist the budget-cutting demands left the Board of Governors little choice, there is a slim chance that Congress may still restore at least part of the phasing when it acts on the final budget bills. Both the Senate and House versions of those bills contain funding for the revenue foregone appropriations.

Heaviest impact will be felt in the second-class outside county per piece rates which will go from the current 3.5 cents to 7.1 cents. Rates for mailers that presort to three and five zip code digits will go from 1.9 cents to 5.5 cents, and mail sorted to carrier route will go from 0.9 cents per piece to 4.5 cents.

Third class non-profit bulk rates will jump from 3.8 cents to 5.9 cents at the required sorting level, from 2.9 cents to 5.0 cents at the three and five digit sorting level, and from 1.9 cents to 4.0 cents for those mailers able to take advantage of carrier route sorting.

DO NOT BUY!

National Boycotts Officially Sanctioned by the AFL-CIO Executive Council

All trade unionists and their families are asked not to patronize the products and services of the boycotted firms listed below. List current as of first day of month of publication. Subject to change.

COORS BREWERY–BEER

AFL-CIO BREWERY WORKERS D.A.L.U. 366 is on strike at Coors Brewery in Golden, Colorado for decent working conditions. On list since April 1977.

FABERGE, INC.–COSMETICS

Personal care products—OIL, CHEMICAL & ATOMIC WORKERS INTERNATIONAL UNION. On list since February 1979.

NON-UNION BRIQUETTES

Charketts, Grill Time, Star Grill; Sparky Lighter Fluid and Hickory Chips—INTERNATIONAL WOODWORKERS OF AMERICA (Pachuta, Miss., plant). On list since August 1980.

ICEBERG LETTUCE–PRODUCE

Non-union iceberg lettuce—UNITED FARM WORKERS OF AMERICA. On list since May 1979.

MARINE OPTICAL, INC.–OPTICAL PRODUCTS

Eyeglass frames sold through optical retailers —INTERNATIONAL UNION OF ELECTRICAL, RADIO AND MACHINE WORKERS. On list since May 1980.

MISS GOLDY'S CHICKENS–POULTRY

Brand name chickens — INTERNATIONAL CHEMICAL WORKERS UNION. On list since May 1979.

PERDUE FARMS–PERDUE FOODS–POULTRY

Perdue chickens, roasters, broilers and cornish game hens—UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION. February 19, 1981.

R.J. REYNOLDS TOBACCO CO. CIGARETTES & TOBACCO

Brand names: Winston, Salem, Camel, Doral, Vantage, More, Now, and Real Cigarettes; Winchester Little Cigars; Prince Albert Smoking Tobacco—BAKERY, CONFECTIONERY AND TOBACCO WORKERS INTERNATIONAL UNION. On list since 1955.

SEATTLE-FIRST NATIONAL BANK–FINANCIAL INSTITUTION

Withdraw funds—UNITED FOCD AND COMMERCIAL WORKERS INTERNATIONAL UNION. On list since July 1979.

Union Label and Service Trades Department AFL-CIO

Wells on Health

Stop This Top Killer Of Kids

By Marion Wells

Research Director, American Physical Fitness Research Institute

What kind of restraint can restrain a tragedy from happening? A child safety restraint you use in your car.

A California couple is glad they had one when a truck clipped their car and sent it out of control. Their baby daughter, buckled up in the back seat in her safety restraint, came out of the accident upside down, but still strapped in, and laughing.

Sadly, not all other children are so lucky. The National Safety Council notes that "Each year more than one thousand children under the age of five die from injuries received in highway accidents. Tens of thousands more are injured. Many of them permanently."

Much of the carnage might be prevented if kids were buckled up. When they're not, experts warn, "In a crash or sudden stop, your child can become a flying missile and may be smashed face first into windows, the dashboard knobs, some other parts of the car, or into another passenger. The crushing forces on your child's brain and body in a thirty mile-per-hour crash would be the same as if your child fell from a three story building."

Safety experts who care about kids urge you to keep the following life-saving reminders in mind.

1. One of the most dangerous places in a car for babies and small children is on an adult's lap. In a mishap, the grownup could crush the child.

2. Letting tots ride in the front seat with no safety restraint is an invitation to disaster, too, one source told us. Even at low speeds a sudden stop could send their head into the windshield or dash. If you're going to tempt tragedy by leaving young children loose, at least put them in the back seat where the hazard is a little less, he pleads. But the danger is still great! It's far safer to *buckle up the kids.*

3. Make your baby's *very first* ride in the car a safe one. Use an infant car carrier on the way home from the newborn nursery. "Be sure the infant carrier is specially designed for protection in the car," the National Safety Council cautions.

4. The Council calls the middle back seat of the car "the best position for all restraints."

5. Follow directions. Parents' best efforts may be lost unless they carefully read and follow manufacturer's instructions for anchoring the safety restraints and putting children in them.

6. A pleasant bonus. Kids are often calmer in the car when secured in safety seats.

For more on details of different types of safety restraints for babies and small children, and a guide to restraints that meet the latest safety standard, you can write to the National Safety Council for free single copies of two useful pamphlets. Address your requests for "A Family Shopping Guide To: Infant/Child Automobile Restraints" and the pamphlet "Childsafe" to the National Safety Council, 444 North Michigan Avenue, Chicago, Illinois 60611. They ask that you include a stamped, self-addressed envelope.

A final thought. We never know when tragedy might strike. Buckle up your children on every ride in the auto. And remember that a loose adult flying around in an accident can be a hazard to other passengers or to himself. Your kids need you, so be sure you buckle up too. Stop and think. Safety is a habit your children can learn from you. Someday it might stop a tragedy before it happens!

Provided as a public service by the American Physical Fitness Research Institute (APFRI), 824 Moraga Drive, West Los Angeles, Calif. 90049.

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Deaths

Alonzo Freeman Morgan, retired signal maintainer for the Santa Fe Railroad, died November 1981. Brother Morgan had completed over 44 years of service when he retired in January 1970. He was active in Brotherhood work, and was a member of Santa Fe Lodge 121.

Owen C. Stillwagon retired signalman for the former Norfolk & Western Railroad died recently. Brother Stillwagon retired in 1966, and was a member of Wabash Lodge 55. Surviving are a son, William Stillwagon of Richmond, VA; a daughter, Gertrude Stillwagon of Adrian, PA.

Brother Ned Downing, a member of BofRS Local Lodge 31, has reported that his father, Kenneth E. Downing passed away on November 22, 1981. The senior Mr. Downing was a member of the BofRS from 1937 to 1942. His railroad signaling career included positions as a designer-checker and estimator with the B&O Railroad and Union Switch and Signal Company, and four years as Senior Signal Engineer with DeLeuw-Cather Consulting Engineers. Brother Downing stated that "to all his many friends, loved ones and associates he was and always will be a credit."

Arthur F. Knop, retired signal maintainer for the Penn Central Railroad died December 14, 1981. Brother Knop had completed over 35 years of service when he retired on November 1, 1972. He was active in Brotherhood work and had served as Local Chairman for the P&E Division several years. Brother Knop was a member of Jesse Clark Lodge 41.

Brother Knop is survived by his wife, Maggie Knop, a son, Charles A. Knop of Mt. Zion, IL; a daughter, Mrs. Virgil Kuntz of Bellflower, IL; three brothers, Fred Knop of Peoria, IL, Virgil Knop of Danville and Cecil Knop of Mansfield; five grandchildren, and five great-grandchildren.

Charles H. Hayes, retired signal maintainer for the Bessemer and Lake Erie Railroad died December 10, 1981 following an extended illness.

Brother Hayes spent over 43 years in signal service when he retired in 1976. He was a member of Bessemer Lodge 15. He is survived by his wife Jeannette, four sons, Charles, Thomas, Leo and James of Greenville, PA, and two daughters, Mrs. Kenneth Goss of Girard, OH and Jeannette Hayes of Greenville, PA, and a grandson.

Harold A. Wait, retired leading maintainer for the Central Vermont Railway at Palmer, MA died November 4, 1981. Brother Walt had completed 42 years of service at his retirement. He belonged to Central Vermont Lodge 222.

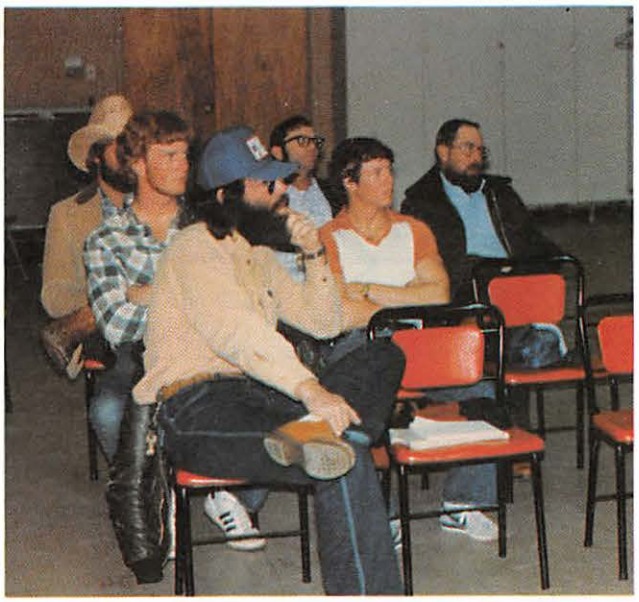
Robert McGuire, of New York City Lodge 76, was killed in upstate New York in a hunting accident. Brother McGuire worked on the New York, New Haven & Hartford Railroad at the time of his death.

Arthur E. Leibenguth, signalman for the former Lehigh Valley Railroad, and a member of Rainbow Lodge 57, died November 6, 1981. Brother Leibenguth had completed 24 years of service as a signal helper upon his retirement.

Surviving are a daughter, Mrs. Richard T. Davis of Hellertown and a sister, Mrs. Carrie Custer of Bath.

Patrick J. Reddie, retired Signal Maintainer for the former Northern Pacific at Ritzville, WA, died November 11, 1981 at his home in Sequim, WA. Brother Reddie retired in 1959 after completing 43 years of service. He had served as General Chairman for Northern Pacific Lodge 87, and was a Veteran of World War I.

Local Lodge News



Santa Fe Local 172 members attend meeting in Winslow, Arizona.

The Signalman's Journal Receives Award of Excellence

The Signalman's Journal was again honored by the International Labor Press Association for its outstanding achievement in the field of labor journalism. Accepting the award for the Brotherhood of Railroad Signalmen was Secretary Treasurer W. D. "Dink" Best at the ILPA Convention in New York City.

Get a withdrawal card from your recording & financial secretary when leaving the Brotherhood due to resignation, furlough or dismissal.

International Labor Press Association

AFL-CIO/CLC

AWARD of HONOR

presented to

The Signalman's Journal

for outstanding achievement in the field of labor journalism in the category of

General Excellence, Group I-2b

Panel of judges appointed by the ILPA Executive Council:

Al Herling, past president of ILPA and former editor, BC & T News; Cheryl Arvidson, Cox Newspapers; William Eaton, Los Angeles Times; and Frank Swoboda, The Washington Post.

Awarded in 1981 for Performance in Publications of Calendar 1980

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CLOTH EMBLEM with BofRS in white letters on red border, two locomotives, and green over red searchlight signal.

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1. Electricity, circuit symbols and nomenclature
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3. Automatic block signaling, time code control, electronics
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5. Highway grade crossing warning systems, FRA RS&I tests
6. Remote control and automatic interlockings
7. Ctc machines and their operation
8. Maintenance of signal equipment

SIGNALMEN'S DECAL has adhesive backing so it can be applied to glass, leather, metal, etc. for BofRS identification on car windows, bumpers, luggage, hard hats, etc. The emblem is 4-inches or 3-inches in diameter. It has a red border with white letters. The signal displays green over red.

Metal **COLORLIGHT SIGNAL LAPEL PIN** 1/2-inch in diameter with signal showing green over yellow over red on white enamel background. Signal and pin outlined in gold.

BofRS **LAPEL PIN** identical to decal except letters and outline are in gold.

Red nylon **WINDBREAKERS** with elastic sleeve ends that fit tight to the wrists and with a drawstring at the bottom to pull tight to the waist come in three sizes: small (36-38); medium (40-42); and large (44-46). Two slash pockets and a cloth BofRS patch on the left front complete these men's jackets.

A **HISTORY OF THE BROTHERHOOD OF RAILROAD SIGNALMEN** has been written by the late A. E. Lyon, president emeritus, which covers the 75 years of the Brotherhood since its founding in 1901.

MASTER NATIONAL AGREEMENT BOOK has the basic provisions of national agreements negotiated with U.S. railroads and the BofRS. They are contained in a loose-leaf binder with 2-inch rings so there is room for additional material, such as local agreements.

A Summary of wage changes
B Summary of other benefits
C Washington job protection agreement of 1936
D Vacations
E Union shop agreement
F Holidays
G Claim and grievance handling
H Health and welfare
I Force reductions
J Employment security
K Travel time and away-from-home expenses
L Off-track vehicle accidents
M Jury duty
Mc Current agreement
N Overtime
O Camp cars
P Apprentice programs
Q Change of residence
R Earnings deduction in discipline cases
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U Amtrak C-1, C-2
V Seniority modification agreement

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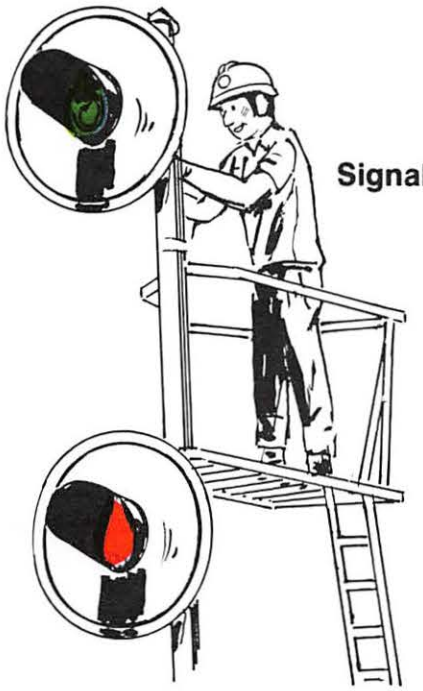

Signalman Sam

SPL goal: $1 per month per signalman

Signalman Sam says that now is the time to donate to the **Signalmen's Political League.** Why? Signalmen need friends in Congress. To elect these friends takes money in the form of campaign contributions. Last election, 1980, Republicans raised over $100 million for Congressional candidates. The Democrats were able to raise only $19 million.

Over the past several years, Democratic Congressmen have demonstrated that they are labor's friends. The 1982 election is only 1 year away. Already Republicans are collecting money and campaigning to take control of the House of Representatives. For labor and Democrats, next year could be disaster if Republicans gain control of the House and retain control of the Senate.

SPL gives its funds to those deserving Congressmen who support our members' aims. SPL will be watching to see who votes to save the railroads, providing funds for Amtrak, ConRail and the Railroad Retirement System. Obviously, those Congressmen supporting the railroads with their votes will be likely ones to receive financial support from SPL.

Signalman Sam says a goal for signalmen is $1 per man per month contribution to the **Signalmen's Political League.** Ask your general chairman to put you on dues deduction for $1 per month. That is about 3¢ per day and only $12 per year.

"IT'S WHAT SMOKING DOES TO YOUR LOOKS THAT KILLS ME."

"I don't even like to be in a room with people who are smoking. Especially after I've just washed my hair. Or bothered to get all dressed up."

"Besides, I think smoking ruins your image. It's almost like wearing a sign that says you don't feel secure enough to go without cigarettes."

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Determine your rights under FELA

Members who are injured on the job and the dependents of those members who have been killed or have died as the result of such injuries should by all means ascertain their rights and benefits under the Federal Employers' Liability Act before attempting any settlement with the railroad.

Below is a list of attorneys who, on the basis of information made available to us, are competent to give full information and assistance to those in need of it.

This list is compiled and maintained on the strength of information furnished us by both attorneys and members. Everyone concerned is urged to keep us informed regarding cases handled, nature of the case, terms of the settlement, commendations, criticisms, etc. **Information should be forwarded to R. T. Bates, president, Brotherhood of Railroad Signalmen, Box U, Mt. Prospect, IL 60056.**

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(Associated with -
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Volume II has 9 sections, as follows: 1- review; 2- direct current relays; 3- light signals; 4- switch circuit controller; 5- spring switch mechanism; 6- automatic block signals; 7- highway crossing protection; 8- highway crossing bell; and 9- highway crossing agate.

Volume III has 6 sections, as follows: 1- review; 2- direct current relays; 3- power operated switch machines; 4- coded track circuits; 5- electric switch lock; and 6- centralized traffic control systems.

Volume IV has 7 sections, as follows: 1- review volume I; 2- review volume II; 3-review volume III; 4- style C track circuit; 5- automatic interlocking; 6- hotbox detector; and 7- overlay track circuits.

To order your copy of this Signal Training Course, please send check or money order in the amount of $50 payable to the Brotherhood of Railroad Signalmen. Send your order and payment to Box U, Mt. Prospect, IL 60056.

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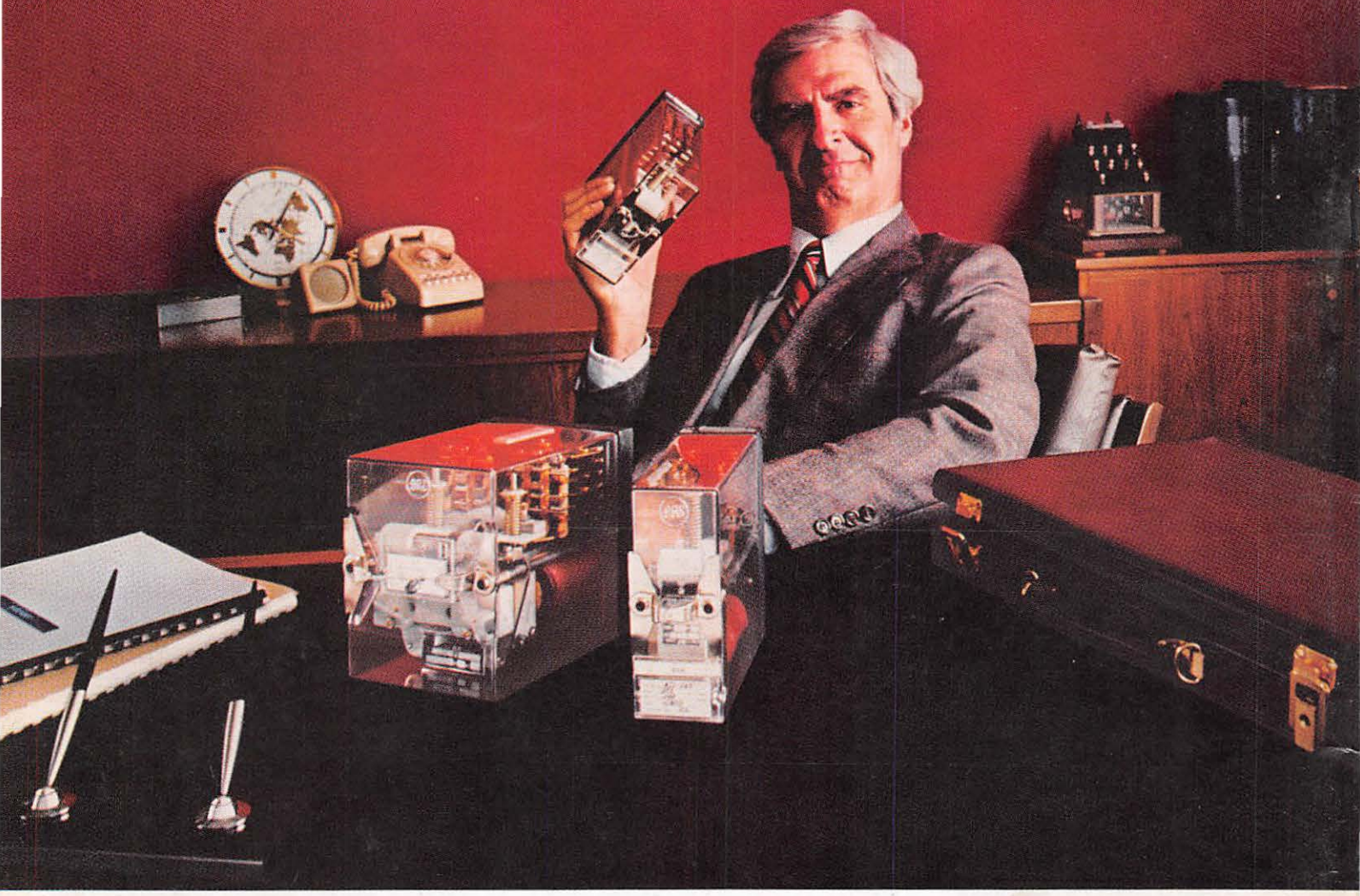
Security Blanket *noun*: a familiar object whose presence dispels anxiety



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